

# **AUTHORIZED DEALER AGREEMENT**

**Between**

**And**

**NL Technology, LLC  
1590 Osgood Street, STE 2030  
North Andover, Massachusetts 01845  
E-mail: [Jim\\_McKain@NLTek.com](mailto:Jim_McKain@NLTek.com)  
Tel: 1 978 686 1700  
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**NL Technology, LLC.**  
**AUTHORIZED DEALER AGREEMENT**

**THIS AGREEMENT**, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”) by and between **NL Technology LLC.**, a Massachusetts Limited Liability Company (hereinafter referred to as “NLT”), with its place of business at **1590 Osgood Street, STE 2030 North Andover, Massachusetts 01845** hereby appoint \_\_\_\_\_ (hereinafter referred to as the "Dealer"), maintaining its principal office at \_\_\_\_\_, as its non-exclusive Authorized Dealer on the terms and conditions set forth in this Agreement, and Dealer hereby accepts such appointment. NLT reserves the right, at its sole discretion, to appoint additional dealers, including itself, at any location and sell to any customers as may be chosen by NLT. This Agreement is effective as of the date this agreement is signed by both parties as shown on the signature page of this agreement.

**NLT AGREES:**

- a) Dealer has the right to sell those products described in Schedule A (“Products”) in the geographic areas listed in Schedule C (“Territory”).
- b) To provide Dealer with reasonable quantities of NLT’s standard marketing materials, price lists, specifications, installation instructions, and other sales and promotional materials at no charge.
- c) To make available to Dealer, at a reasonable fee, technical training programs of the Products. The initial training session will be held at NLT’s location and at selected field locations and shall be at no cost to Dealer; provided, however, all expenses for attendance at training sessions shall be borne by Dealer.
- d) To ship all Products to Dealer, or at the request of Dealer to ship product direct to the end user. All Products will be shipped FOB factory and using the shipper chosen by NLT unless an alternative shipper is requested in writing by Dealer. All freight, handling, risk of loss or damage, insurance, duty, taxes, and related expense due in relation to the shipment are the responsibility of Dealer.
- e) To arrange for demonstration of the Products at the NLT location, over the web, or other sites designated by NLT.

**DEALER AGREES:**

- a) To use its best efforts to obtain orders for the Products and promote the sale of the Products to bona fide end users located within the Territory.
- b) Establish and maintain a service and support department providing enhanced customer support services. Dealer shall provide first line of support to end user, NLT will be 2<sup>nd</sup> line technical support.
- c) To promote the Products at trade shows and events located within the Territory applicable to the industry sector where the Product can be used, and hold Product seminars on an annual basis.
- d) For Software Only Products: NLT will provide a reasonable number of software licenses to be used for support and sales purposes. The license will have the same duration as the dealer contract. Dealer agrees these licenses are not for resale and are to be used only to support the software product by the Dealer.
- e) If a Territory is defined in Schedule C: Dealer agrees to maintain Product Unit Targets listed in Schedule D. If the Dealer does not maintain these targets then exclusivity as defined in Schedule C is subject to re-negotiation.
- f) To promptly follow up on all sales leads provided by NLT for Products and notify NLT of the results of the sales lead calls.

- g) To attend an initial training session at Dealer's expense as set forth above at NLT's location or other designated site and demonstrate sufficient knowledge of the products to perform its duties hereunder.
- h) To cooperate fully with the NLT Management in all matters relating to the promotion, sale, installation, and service of the Products.
- i) To immediately forward to NLT information concerning all charges, complaints or claims of damage relating to any of the Products that may come to Dealer's attention.
- j) Dealer agrees that business may become competitive between other regional dealers carrying NLT's Products. Dealers are encouraged to register deals with NLT. Registered deals will become exclusive to the first registering dealer.

## **COMPENSATION**

NLT will sell product(s) to Dealer at a discount from the then current International List price applicable to the Territory for the Product as listed in Schedule B to this agreement. Discounts relating to individual Product items may vary and special terms and discount programs may be established by NLT from time to time. The discount due to Dealer will only apply to orders placed by Dealer. Discounts will not be granted to Dealer on service labor and components and other support services supplied by NLT. In the event that a dispute arises between NLT and Dealer concerning discounts due hereunder, the decision of NLT shall be final.

## **RELATIONSHIP OF THE PARTIES**

Dealer is an independent contractor and is not authorized to assume or create, in writing or otherwise, any obligations or responsibilities of any kind in the name of NLT, and Dealer shall not make any representation or warranties concerning any of the Products other than those set forth in the printed literature provided by NLT.

## **CHANGE OF PRODUCTS, PRICES AND DISCOUNTS**

NLT reserves the right to change from time to time the Products subject to this Agreement, the prices, discounts, and terms and conditions of sale of the Products, as well as the design, packaging, and model designations of the Products. In the event of any such change, NLT shall use its best efforts to give Dealer such prior notice as is practical under the circumstances. NLT shall give Dealer thirty (30) days notice of any proposed change of the International List Price.

## **TERMS OF SALE**

Title to all Products sold to Dealer shall pass upon delivery of the Products by NLT to the Dealer, and in all cases risk of loss or damage to any such Products in transit, without regard to the person designated as consignee, shall fall upon Dealer. All costs to insure Products during shipment will be the responsibility of Dealer. Unless otherwise agreed in writing NLT shall exercise its own discretion in selecting the method of shipment and the carrier.

Dealer shall bear the cost of any taxes, levies, duties or fees of any kind, nature or description whatsoever applicable to the sale of any Products sold by NLT to Dealer, and Dealer shall forthwith pay to NLT all such sums upon demand, unless Dealer shall provide NLT, at the time of the submission of its purchase order to NLT, with tax exemption certificates or licenses acceptable to the appropriate taxing authorities.

Delivery dates as set forth in any purchase order or confirmation thereof shall be deemed to be estimated only. NLT shall not be held liable for failure to deliver product on these dates.

Each shipment of products to Dealer shall constitute a separate sale, obligating Dealer to pay therefore, whether said shipment be in whole or only partial fulfillment of any purchase order or confirmation issued in connection therewith.

NLT shall have the right at its sole and absolute discretion to (i) allocate its inventory of Products in such a manner as it may, in its sole and absolute discretion, from time to time, determine; (ii) reject any purchase order, either in whole or in part, placed by Dealer, without incurring any liability to Dealer; (iii) no purchase order shall be binding upon NLT unless accepted by NLT

in writing or by delivery of Products in whole or partial fulfillment thereof; and/or (iv) effect changes in, or discontinue the sale of Products without incurring any liability to Dealer.

In the event of a default by Dealer under this Agreement NLT may decline, at its sole discretion, to make further shipments under any and/or all other orders placed under this Agreement.

## **PAYMENT TERMS**

Payment for products ordered and delivered under the terms of this agreement is required to be made to NLT in U.S. dollars within thirty (30) days of the date of shipment of the Product, subject to initial and continuing credit approval by NLT. It is the responsibility of Dealer to ensure that payment is received by NLT on time, and NLT will not accept any responsibility for delays due to postal or delivery services. If payment is not received by NLT when due, Dealer will pay, in addition to the prices specified, a monthly charge equal to the lesser of (i) two percent (2%) of the invoiced amount for each month during which the payment remains outstanding, or (ii) the maximum allowable by law.

## **TRADEMARKS AND TRADE NAMES**

Dealer shall not use NLT's trademarks, trade names, Product descriptions, designations or styles, graphics, display materials or copyrighted material without prior express written consent of NLT as to the specific form of each use. Dealer agrees that all such property is and shall remain the exclusive property of NLT and upon termination or expiration of this Agreement; Dealer shall promptly cease all such use.

## **ORDER ACCEPTANCE**

Dealer will undertake to obtain orders from its customers or may order Product for Dealer inventory. Dealer shall be responsible for clearance of any customer order as to product specifications / configurations and credit. When the order has been approved, Dealer will issue a purchase order in writing to NLT, LLC, 1600 Osgood Street STE 20/2-85, North Andover, Ma 01845. The purchase order shall state the quantity and configuration of unit being purchased, the fee for the products, the name and address of Dealer's customer, applicable discounts, shipping instructions and the net value of the purchase order to NLT.

NLT will use its commercially reasonable efforts to deliver the Product in accordance with the product configuration and delivery schedule set forth in the purchase order. The terms and conditions of this Agreement shall be applicable notwithstanding any different or additional terms contained in Dealer's purchase order forms.

All orders submitted to NLT shall be subject to acceptance by NLT at its offices in Massachusetts, NLT will accept only orders placed at the current list prices of NLT unless deviation has been approved in advance by NLT. NLT may reject any orders placed by Dealer if any dispute arises under this Agreement, and NLT may cancel orders or delay the shipment of acknowledged orders if Dealer's credit becomes impaired or Dealer fails to meet the agreed payment schedules or other requirements established by NLT.

## **PRODUCT INSTALLATION**

After a Product has been installed at Dealer's customer's facility, Dealer will complete and return to NLT the NLT installation notice, listing the name and address of the customer, the product ID number(s) of the installed, and an executed software license agreement.

## **MAINTENANCE AND SUPPORT SERVICES**

Dealer shall provide all maintenance and support services directly to customers, as well as other assistance required directly by the customer. Dealer shall meet all requirements established by NLT in order to provide such support to customers. NLT shall have no obligation to provide any direct support to Dealer's customers, only support of the Dealer's technical staff or their designee.

## **ASSIGNMENT**

Neither this Agreement nor any interest herein shall be assigned by Dealer, nor may any duties of Dealer hereunder be delegated to any other party, without the prior written consent of NLT.

## **CONFIDENTIALITY**

Dealer agrees that it will not disclose to any third party any information about this Agreement, the Products, other technical information and any other information concerning NLT, NLT's customers and potential customers disclosed to it by NLT or obtained in the course of or in connection with its relationship with NLT under this Agreement (collectively "Confidential Information"), except as expressly permitted in this Agreement. Dealer will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" will not include information that: i) is in or enters the public domain without breach of this Agreement; ii) Dealer lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or iii) Dealer develops independently, which it can prove with written evidence. Dealer acknowledges that the Products contain trade secrets of NLT, the disclosure of which would cause substantial harm to NLT that could not be remedied by the payment of damages alone. Accordingly, NLT will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this section.

## **INVALIDITY**

If and to the extent that any provision of this Agreement shall be specifically determined by any court to be in whole or in part invalid or unenforceable, the remaining provisions/clauses of this Agreement will remain in effect.

## **TERM AND TERMINATION**

Except as otherwise provided, this Agreement will terminate on one (1) year from the Effective Date. Whether NLT offers Dealer an additional renewal will be in NLT's sole discretion after a review and evaluation of Dealer's performance of its obligations under this Agreement, its Product unit volume, and the extent of Dealer's technical competence concerning the Products.

This Agreement may be terminated earlier by either party, with or without cause, by providing at least 60 days prior written notice to the other.

This Agreement may be terminated earlier by NLT upon at least 30 days prior written notice if Dealer fails to meet the product unit targets set forth in Schedule D.

NLT may terminate this Agreement immediately upon written notice to Dealer in the event that:

- a) Dealer behaves in a manner which is hostile or adverse to the interests of NLT;
- b) Dealer commits a material breach of any of the terms of this Agreement; or
- c) Dealer shall become insolvent or shall make an assignment for the benefit of creditors or becomes involved in a receivership, bankruptcy or other insolvency or debtor relief proceedings, or any similar proceedings.

Upon the termination of this Agreement, Dealer shall have no further interest of any kind whatsoever in outstanding proposals, prospective orders, and unfinished sales or in orders submitted prior to termination.

If NLT gives notice of termination, Dealer agrees to continue to operate with its accounts in a businesslike manner until the date of termination in accordance with sound operating methods. Such operation shall include, but not be limited to, the development of new business, the servicing of old accounts and the incurring of normal operating expenses.

Upon the termination of this Agreement, Dealer agrees that all correspondence, blueprints, quotations, plans and other written information reasonably necessary to carry on the business previously conducted by Dealer shall be delivered to NLT.

## **WARRANTY**

The Products described in this agreement will be of a professional quality, meet the specifications set forth in the Product descriptions and are warranted to be substantially free from errors and will perform in accordance with their specifications. The cost of any visit to the customer's site is not included in the warranty. The cost of returning Product to NLT is the responsibility of the end user or Dealer. Dealer is authorized to deliver the NLT warranty, as described above, to purchasers of the Products and the Future Products.

NLT MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND PARTICULARLY EXCLUDES ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## **DISCLAIMER / LIMIT OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF USE OR OTHER ECONOMIC LOSS. IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING IN CONNECTION WITH ANY PRODUCTS SOLD HEREUNDER EXCEED AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE LIABILITY; PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO CLAIMS AGAINST DEALER FOR INJURIES TO PERSON OR PROPERTY, OR TO CLAIMS RELATED TO A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR TO LIMIT A PARTY'S INDEMNIFICATION OBLIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY DISCLAIMS ALL OTHER LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH CLAIM SHALL BE BASED UPON CONTRACT, TORT, OR OTHER LEGAL THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY IN TORT.

## **GOVERNING LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with the local law of the State of Massachusetts. The parties hereby consent to and submit to the jurisdiction of the federal and states courts located in Essex County, Massachusetts, and any action or suit under this Agreement shall only be brought by the parties in any federal or state court with appropriate jurisdiction over the subject matter established or sitting in Essex County, Massachusetts. The parties shall not raise in connection therewith, and hereby waive trial by jury and/or any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of services of process or the like in any such action or suit brought in the State of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## **INDEMNITY**

Dealer agrees to defend, indemnify and hold NLT, its officers, agents and employees, harmless from any and all claims, liabilities and damages (including reasonable attorney's fees), arising out of acts or omissions of Dealer or its agents or employees in connection with its activities under this Agreement.

NLT agrees to defend, indemnify and hold Dealer, its officers, agents and employees, harmless from any and all claims, liabilities and damages (including reasonable attorneys' fees), arising of acts or omissions of NLT or its agents or employees in connection with its activities under this Agreement.

## **PATENT AND COPYRIGHT INDEMNIFICATION**

NLT shall, at its own expense, defend any suit instituted against Dealer which is based on an allegation that any Products manufactured by NLT and sold to Dealer hereunder constitute an infringement of any patent or copyright of a third party and shall indemnify Dealer against the cost of any settlement or any award of damage and costs made against Dealer by a final judgment of a court of last resort such settlement or award is based upon a claim that any such Product infringes any patent or copyright of a third party, provided that Dealer gives NLT immediate notice, in writing, of any notice or claims of infringement and permits NLT through NLT's counsel to defend the same and gives NLT all available information, assistance and authority to enable NLT to assume such defense. NLT shall control the defense of any such suit, including appeals from any judgment therein and any negotiations for the settlement or compromise thereof with full authority to enter into a binding settlement or compromise. In the event that any Future Product is held to infringe and its use is enjoined, NLT shall, at its option and expense, (i) procure for Dealer the right to continue using such Product, (ii) provide the necessary parts and documentation to replace or modify such Product so that it no longer infringes, or (iii) grant Dealer a credit for such Future Product upon its return to NLT allowing for reasonable depreciation for use. Notwithstanding the provisions of this Section, NLT shall have no liability whatsoever to Dealer with respect to any patent or copyright infringement or claim thereof which is based upon or arises out of (i) the use of any Product in combination with an apparatus or device not manufactured or supplied by NLT, if such combination causes or contributes to the infringement, (ii) the use of any Product in a manner for which it was neither designed nor contemplated, or (iii) any modification of any Product by Dealer or any third party which causes the Product to become infringing. This Section states the entire liability of NLT for or arising out of any patent or copyright infringement or claim thereof with respect to Products furnished to Dealer under this Agreement.

## **COMPLIANCE WITH LAWS**

Dealer shall comply with all applicable laws and shall conduct itself in a manner so as not to reflect adversely upon NLT, or the Products.

## **FORCE MAJEURE**

Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

## **OFFICIAL LANGUAGE**

This Agreement shall be executed in the English language. In case of any conflict between the English version and any translated version of this Agreement, if any, the English language version shall govern.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties and is the basis for all business transactions between the parties and, except as provided herein, no changes shall be made except by written amendment duly executed by both parties. This Agreement shall be construed under the laws of the State of Massachusetts and, if any part is held invalid, such part shall be waived and the balance shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement which will hereby be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**NL Technology, LLC.**

**DEALER:**

By \_\_\_\_\_  
(Authorized Officer's Signature)

By \_\_\_\_\_  
(Authorized Officer's Signature)

James McKain  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

President and CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Accounting Contact:  
\_\_\_\_\_

Phone:

Fax:

E-Mail:



**SCHEDULE A**  
**TARGET PRODUCT**

NLT's family of SAT AI AutoIngest and NLT Nearchive products as outlined in the referenced pricelist below.

**NLT SALES Pricelist as Provided**

**SCHEDULE B**  
**DEALER DISCOUNT**

Dealer's discount for the Products shall be 30% as set forth in Schedule A.  
All invoices net 30 days payable in U.S. dollars.

List Prices are subject to change at the discretion of NLT.  
All pricing for International products, in U.S. Dollars, reference the attached PDF documents  
Dealer will be given 30 days notice prior to change.

**SCHEDULE C**

**Territory for Dealer Exclusivity**

**No local territory for exclusivity is defined.**  
~~See minimum sales activity requirement of Schedule D~~

**SCHEDULE D**

**Target Product Unit Volumes**

If a Territory is defined in Schedule C. During the initial and subsequent one (1) year terms of this Agreement, Dealer agrees to sell at least \$200,000USD gross to maintain under the agreement the Territory as defined in Schedule C. If a territory is not defined Dealer is not required to sell any minimum amount.