

## NEXTEL, INC.

### DEALER AGREEMENT

This AGREEMENT is made as of \_\_\_\_\_, between NEXTEL, Inc. (here after known as the "Company"), its principal business address being 600 South Dixie Highway Suite 836 West Palm Beach FL 33041 and \_\_\_\_\_, (hereafter known as "Dealer") whose principal business address is \_\_\_\_\_, with reference to the following:

1. APPOINTMENT OF DEALER. Dealer wishes to serve as an independent Subscribing Dealer (hereinafter referred to as "Representative") for Company, its products and services. Company hereby appoints Dealer as a Representative to solicit subscriptions for Company's Service.
2. Company shall permit Dealer to buy products at a dealer discounted sales cost . The Company, at its sole discretion, may amend the prices set forth in the price book from time to time. Dealer agrees to keep account in good financial standing and not disclose dealer discount costs publically.
3. CUSTOMER SUPPORT. Dealer will provide customer support and installation services for equipment sold by the Dealer. The company will provide technical support and warranty service to the dealer.
4. CONFIDENTIAL INFORMATION. Dealer acknowledges that all customer lists and financial, technical or business information relating to subscriptions or provided by Company are and shall remain the confidential property of Company, and Dealer will not acquire any interest in such information or use or disclose such information, except as necessary in performing hereunder. Dealer shall establish reasonable procedures to ensure that the confidential nature of such information is maintained.
5. Dealer will buy demos consisting of 2qty Portable or Mobile type devices with SIM Card and airtime and is to be inventoried as dealers demo equipment.
6. ADVERTISING. Dealer shall comply with all Company standards and policies for advertising and promotional material distributed to subscribers or potential subscribers from time to time.
7. TRADEMARKS AND COPYRIGHTS. Dealer shall not acquire any right to and may not use any goodwill, trademark, service mark, trade name, copyright, or other intellectual property of Company, except that Dealer may identify itself as a Representative authorized

by Company to receive applications for Company's Products and Services, in a manner prescribed by Company.

8. **TERM.** Unless sooner terminated hereunder, the term of this Agreement shall expire twelve (12) months after the date hereof. At the end of said term, this Dealer Agreement shall renew on a twelve (12) month basis unless either party chooses to terminate the agreement as spelled out in the Agreement. Either party may terminate this Agreement on account of the other party's material breach, if the failing party fails to cure such breach within 30 days after written notice thereof. A material breach is one which frustrates the ability of the other party to either perform its obligations or to receive the benefits hereunder. If such material breach by its nature cannot be cured, then the non-breaching party may terminate this Agreement immediately upon written notice. Notwithstanding anything herein to the contrary, upon termination of this Agreement, Company shall retain its ownership of all Server Use and/or Software Licensing customers loaded by Dealer.
9. **INDEMNIFICATION.** Dealer shall defend, indemnify, and hold Company and their partners, directors, employees, Company's agents and assignees, harmless against any claims arising out of any breach or other wrongful action or inaction of Dealer.
10. **MISCELLANEOUS.** Any required notices shall be given in writing at the addresses of each party listed at the top of this document, or such other addresses as either party may substitute by written notice to the other. No change or modification of any terms or conditions set forth in this Agreement shall be valid or binding unless in writing and signed by an authorized representative of each party. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, excluding the choice of law rules thereof. The parties hereby agree that any disputes relating to the services offered hereunder are subject to the jurisdiction of the courts within the State of Florida.
11. **ALTERNATIVE DISPUTE RESOLUTION AND BINDING ARBITRATION.** The parties agree that, in the event of a dispute or claim, they will send written notice to the other party, detailing the cause and nature of such item. Within ten (10) days of receipt of written notice, the other party must respond in writing to such charges of a dispute or claim, or in the event of an undisputed breach, agree to cure such breach. Within thirty (30) days of receipt of such initial notice of a dispute or claim, if the parties have not agreed in writing on a path forward to resolution, then the parties shall submit such dispute or claim to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be held within ninety (90) days of receipt of the original dispute or claim letter and shall take place in Deerfield Beach, Florida. Each party shall bear equally the costs of mediation and arbitration. A single neutral arbitrator shall conduct the arbitration.
12. **ASSIGNABILITY.** Dealer may not Transfer its rights under this Agreement without the prior written consent of the Company, which may be withheld for any reason at Company's sole discretion. Both parties understand that the Company views this relationship as a

personal service and the Company desires to maintain complete control over parties representing it. "Transfer" means any voluntary or involuntary, direct or indirect, assignment, pledge, conveyance or encumbrance of this Agreement, or any interest therein, including without limitation a change in control of ownership interests, liquidation, dissolution, merger with or consolidation into another entity. Any purported transfer by Dealer in violation of this paragraph will be null and void and will constitute an event of default under this Agreement.

**NEXTEL, INC.**

**Dealer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_