

DEALER AGREEMENT

This **DEALER AGREEMENT** (this "Agreement") is made this _____ day of _____, 20____ (the "Effective Date"), by and between ENTRY-MASTER SYSTEMS, INC., a Maryland corporation ("Entry-Master"), and _____, a _____ (the "Dealer").

RECITAL:

The Dealer desires to become a dealer of certain of Entry-Master's products, and Entry-Master desires to grant to the Dealer certain rights to sell, install and service certain of Entry-Master's products, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **APPOINTMENT OF DEALER** - Entry-Master hereby grants to the Dealer, and the Dealer hereby accepts, pursuant to the terms of this Agreement, including the Terms and Conditions attached, the non-exclusive right to sell, install and service Entry-Master products as approved by Entry-Master from time to time (the "Products"), to customers in the following territory: _____ (the "Territory").

2. **DUTIES OF DEALER** - The Dealer agrees to promote the sale, installation and service of the Products to customers in the Territory, to maintain a sales and service organization of sufficient size to carry out the Dealer's duties under this Agreement, to serve the customers in the Territory promptly and adequately, to furnish to Entry-Master such reports, information and data as Entry-Master may from time to time require, and to conform to all merchandising and other policies of Entry-Master as may be announced from time to time.

3. **TERM** - The Term of this Agreement shall be one (1) year from the Effective Date (the "Initial Term"). Thereafter, the Initial Term shall automatically renew from year to year (each a "Renewal Term"), unless: (a) sooner terminated in accordance with the provisions of Section 8 of the Terms and Conditions attached hereto; or (b) either party delivers written notice to the other party of its intention not to have this Agreement renewed at least sixty (60) days prior to the commencement of the next Renewal Term. The Initial Term and the Renewal Term(s), if any, are hereinafter collectively referred to as the "Term."

4. **COMPLIANCE WITH AGREEMENT** - The Dealer hereby accepts this appointment and agrees to make all sales of Entry-Master Products only in accordance with this Agreement, including the Terms and Conditions attached, all of which are an integral part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, and intending for this Agreement to be a specialty sealed it, as of the date first written above.

ATTEST:

ENTRY-MASTER SYSTEMS, INC.

By: _____ (SEAL)
Kevin W. Baker, President/CEO

"Entry-Master"

DEALER: _____

By: _____ (SEAL)
Name: _____
Title: _____

"Dealer"

TERMS AND CONDITIONS
OF
DEALER'S AGREEMENT
BETWEEN
ENTRY-MASTER SYSTEMS, INC.
AND

DEALER: _____

1. **ENGAGEMENT** – Entry-Master hereby grants the Dealer, and the Dealer hereby accepts, the non-exclusive right to sell, install and service any Entry-Master Security Management System (each a “System”) on the premises of any of the Dealer’s customers (each a “Customer”, collectively the “Customers”) located in the Territory. The term “Purchase Order” refers to the order submitted by the Dealer and accepted in writing by Entry-Master, the drawings and specifications attached thereto or referenced therein and these Terms & Conditions.

2. **DEALER RESPONSIBILITIES** -

2.1 The Dealer shall provide at its sole cost and expense all of the technical expertise, labor, materials, tools, equipment, supervision and services necessary to install complete in place each System sold (the “Work”).

2.2 The Dealer’s responsibilities shall further include, but not be limited to, at the Dealer’s sole cost and expense:

2.2.1 Purchasing the System in accordance with the Purchase Order.

2.2.2 Promptly and expeditiously commencing and completing installation of the System and providing maintenance and repair services for the System in accordance with the installation practices and standards of Entry-Master (which may be amended by Entry-Master from time to time), all of which are incorporated herein by reference and a copy of which will be made available to the Dealer upon request.

2.2.3 Maintaining facilities and experienced personnel sufficient to provide efficient installation, maintenance and repair services for the System and render prompt attention to any complaints relating to the use of the System.

2.2.4 Responding to customer complaints in an industry accepted reasonable amount of time, but in no event more than twenty four (24) hours for minor malfunctions and four (4) hours for major malfunctions from receipt of complaint.

2.2.5 Maintaining good business relations with the Customer and exerting best efforts to create and maintain goodwill for Entry-Master and the Dealer.

2.2.6 Meeting all repair or replacement needs of the Customer in a prompt and timely manner.

2.2.7 Ensuring that all marketing materials used by the Dealer, and its employees, approved agents and subcontractors are either provided for use by Entry-Master or are otherwise approved in writing by Entry-Master prior to being provided to any third party, including, without limitation, any Customer.

2.3 Warranting the Work against all deficiencies and defects in materials and workmanship supplied by the Dealer for the period called for in the Purchase Order, but in no event for a period of less than twelve (12) months from the date of final testing and acceptance by the Customer.

3. PRICES, PAYMENT, DELIVERY AND RETURNS -

3.1 The Dealer shall pay the following for the System: (a) the prices specified on the Purchase Order (the "Sales Price"); (b) all costs of all items (equipment, sub assemblies, software, material, components or services) not set forth in the Purchase Order and required by the Dealer or made necessary because of incomplete or inaccurate information from the Dealer; (c) except as prohibited by law, the amount of any tax imposed on Entry-Master or the Dealer because of the manufacture, sale or use of the items sold; and (d) all transportation charges, unless otherwise provided for in writing by Entry-Master.

3.2 Unless otherwise indicated in the Purchase Order, the Sales Price does not include: (a) customs charges, duties, licenses or sales, use, excise, ad valorem or similar taxes; (b) levies imposed on the production, storage, sale, transportation or use of the System; and (c) transportation, rigging, insurance charges and other costs associated with the delivery of the System to the destinations specified by the Dealer. The Dealer agrees to promptly pay directly to Entry-Master, in addition to the Sales Price, any amount set forth in Entry-Master's invoices for all such charges (or provide applicable tax exemption certificates acceptable to the taxing authorities), and shall pay directly to the involved carrier(s) all such delivery related costs if applicable.

3.3 All payments are due net thirty (30) days from the date of invoice, unless: (a) other reasonable progress payments are required by Entry-Master; (b) Entry-Master determines that the Dealer's financial condition makes payment necessary before contract completion; or (c) otherwise provided for by Entry-Master's invoice. If the System is delivered in installments, the Dealer shall pay for each installment in accordance with the terms hereof. Payments shall be wired in U.S. Dollars into the account or accounts designated by Entry-Master in writing. Late payments shall bear interest at eighteen percent (18%) per annum. In the event collection efforts are commenced, whether or not suit has been filed, the Dealer agrees to pay reasonable attorneys' fees and costs of litigation.

3.4 The Dealer acknowledges that Entry-Master will use its best efforts to supply the ordered units at the times specified in the Purchase Order, but shall have no liability for delay or failure to ship. Shipping dates are approximate only and Entry-Master may deliver in installments. In no event shall Entry-Master be liable for any special, incidental, consequential, punitive or any other type of damages resulting from any delay in delivery, regardless of cause. All sales are made F.O.B. Entry-Master's facility. Title and risk of loss pass to the Dealer, and Entry-Master's liability as to delivery ceases, upon making delivery of the System purchased under the Purchase Order to the carrier acting as the Dealer's agent. Unless specific instructions from the Dealer specify which method of shipment to use, Entry-Master will exercise its own discretion without liability therefor. All claims for damages in transit must be filed with carrier. Freight charges, export import duties, and insurance during and after transit are the Dealer's sole responsibility.

3.5 The Dealer shall inspect all System components upon arrival at destination and shall within ten (10) calendar days of arrival (the "Arrival Date") give written notice to Entry-Master of any claim for damage or shortages, which such notice shall be effective upon receipt by Entry-Master. Should the Dealer fail to give such notice within ten (10) calendar days of the Arrival Date, the System components shall be deemed accepted. Any System, in whole or in part, returned to Entry-Master for repair shall be governed by the Entry-Master Repair and Return Policy then in effect (which may be amended by Entry-Master from time to time), all of which is incorporated herein by reference and a copy of which will be made available to the Dealer upon request.

4. LIABILITY AND WARRANTY -

4.1 The Dealer shall defend, indemnify and hold Entry-Master harmless from and against any and all losses, liabilities, damages, expenses, lawsuits, fines, penalties, taxes, assessments, claims, judgments,

attorneys' fees, court costs (hereinafter collectively the "Claims") arising out of or relating to: (a) any breach by the Dealer of the Purchase Order or of any warranties, representations, covenants or obligations of the Dealer under the Purchase Order; (b) any intentional or negligent act or omission of the Dealer or any of its directors, officers, members, partners, owners, stockholders, employees, agents, contractors, customers, affiliates and any other person or entity working on behalf of, through or for the Dealer; (c) any advertising, promotion, false or misleading representation, alteration, mishandling, material and/or property modification, or misuse of the System; and (d) infringement of patents, copyrights or trademarks arising from compliance with the Dealer's specifications or instructions, or arising from any use of any System by the Dealer not intended or recommended by Entry-Master.

4.2 The Dealer shall be solely responsible for the compliance of the System in all respects with any applicable statutory, administrative or regulatory requirements in force in the state of installation and as such, it shall fully hold Entry-Master harmless and indemnify it against any Claims with respect thereto, including attorneys' fees and the costs of such litigation thereunder.

4.3 Except as provided in the Purchase Order, the sale of any System by Entry-Master does not convey any license, by implication, estoppel, or otherwise, under the patent claims or copyrights covering said products, or any combination of said products with other elements. Entry-Master will defend at its expense, using the counsel of its choice, any legal proceedings brought against the Dealer based on a claim that the System sold by Entry-Master under the Purchase Order infringes any United States patent, copyright or trademark affixed by Entry-Master, provided that Entry-Master is notified promptly and given full authority, information and assistance for such defense. If the Dealer complies with the foregoing obligations, Entry-Master will pay all damages and costs finally adjudicated against the Dealer, but will not be responsible for any compromise or settlement made without Entry-Master's consent. If the System is held to be infringing, and its use enjoined, Entry-Master may, at its election and expense, either: (a) obtain for the Dealer the right to continue using the System; (b) replace the System with a non infringing product; (c) modify the System so that it is non-infringing; or (d) remove the infringing System and refund the purchase price paid, less an allowance for depreciation. Entry-Master will not have any of the foregoing obligations if the infringement is caused by the interconnection or use of the System sold by Entry-Master with products or other items not sold by Entry-Master under the Purchase Order. The foregoing states the entire liability of Entry-Master for patent, copyright and trademark infringement by the System or any part thereof. THIS PROVISION IS STATED IN LIEU OF ANY OTHER EXPRESSED, IMPLIED OR STATED WARRANTY AGAINST INFRINGEMENT, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT OF ANY KIND. IN NO EVENT SHALL ENTRY-MASTER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND TO THE DEALER OR ITS CUSTOMERS FROM OR ARISING OUT OF ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENTS OR CLAIMS THEREFROM.

4.4 ENTRY-MASTER WARRANTS THAT THE SYSTEM COMPONENTS WILL BE FREE FROM MANUFACTURING DEFECTS FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE SHIPMENT OF SUCH SYSTEM COMPONENTS. DURING THE WARRANTY PERIOD, ENTRY-MASTER WILL REPAIR MANUFACTURING DEFECTS IN THE SYSTEM COMPONENTS, OR REPLACE THE SYSTEM COMPONENTS, AT ENTRY-MASTER'S SOLE OPTION, WITHOUT CHARGE, UPON RETURN OF THE SYSTEM COMPONENTS TO ENTRY-MASTER AT THE DEALER'S SOLE COST AND EXPENSE, WHICH SHALL BE THE DEALER'S SOLE AND EXCLUSIVE REMEDY. THE FOREGOING WARRANTY IS EXCLUSIVE AND ENTRY-MASTER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ENTRY-MASTER MAKES NO WARRANTY OF MERCHANTABILITY NOR DOES ENTRY-MASTER MAKE ANY WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PURCHASE ORDER, ENTRY-MASTER, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS,

SHAREHOLDERS, AGENTS, EMPLOYEES AND SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO ANY WARRANTY OR THE ALLEGED BREACH THEREOF.

4.5 EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT ALLOWED BY LAW, ENTRY-MASTER HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION THAT IS NOT EXPRESSLY SET FORTH IN THE PURCHASE ORDER.

4.6 NOTWITHSTANDING ANY OTHER PROVISION OF THE PURCHASE ORDER, ENTRY-MASTER'S AGGREGATE RESPONSIBILITY AND LIABILITY UNDER THE PURCHASE ORDER, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY, CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTY, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY ENTRY-MASTER OR PERFORMANCE OR NON PERFORMANCE OF THE SYSTEM, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE SYSTEM, AND IN NO EVENT SHALL ENTRY-MASTER BE LIABLE IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR PRODUCTION, LOSS OF REVENUE OR USE OF REVENUE, PROPERTY DAMAGE OR EXPENSES OR DAMAGES INCURRED IN RELIANCE ON ENTRY-MASTER'S PERFORMANCE OR NON PERFORMANCE UNDER THE PURCHASE ORDER, WHETHER SUFFERED BY DEALER OR ANY THIRD PARTY, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THE NEGLIGENCE, IN WHOLE OR IN PART, OF DEALER, ITS CONTRACTORS, EMPLOYEES, CUSTOMERS OR AGENTS OR ANY THIRD PARTY.

4.7 Other than the warranties expressly provided for in the Purchase Order, the Dealer shall not be authorized to grant any warranty binding on Entry-Master, including but not limited to warranties regarding the performance, condition, title, non infringement, merchantability, fitness for a particular purpose, system integration, or data accuracy of the System. The Dealer shall disclaim all warranties implied by law as permitted by applicable law. If the Dealer grants an express warranty binding the Dealer regarding the performance and/or condition of the System, such express warranty shall not exceed the scope of, or be inconsistent with, any express warranty given by Entry-Master for the System.

4.8 If the Dealer alleges that the System or any part thereof is defective or not otherwise in accordance with the Purchase Order, or that Entry-Master has otherwise breached the Purchase Order, the Dealer shall give written notice to Entry-Master and a reasonable period within which Entry-Master may repair or remedy the alleged defect or other failure to comply with the Purchase Order. Such written notice shall: (a) be given within ten (10) calendar days of the date that the Dealer knew or should have known of such alleged defect or failure to comply with the Purchase Order, or the claim is waived; (b) specifically identify the defect or failure alleged; and (c) shall be effective upon actual receipt by Entry-Master. Strict compliance with this sub-paragraph shall be a condition precedent to the Dealer's right to bring any claim, cause of action, or otherwise to collect any alleged damages, costs, expenses, attorneys fees, etc., arising out of or related to any alleged defect or failure of Entry-Master to comply with any warranty or other obligation under the Purchase Order.

4.9 All warranty returns must be authorized by Entry-Master. Entry-Master return authorization numbers must be clearly marked on the outside of the carton in which returned equipment is packaged.

4.10 In addition to the disclaimers of liability expressed elsewhere in the Purchase Order, Entry-Master shall not have any liability of any kind under the Purchase Order unless the Dealer gives Entry-Master notice of its claim within ten calendar (10) days after the date (the "Accrual Date") the Dealer knows or should have known of its claim (which such notice shall be effective upon receipt by Entry-Master) and the Dealer files suit against Entry-Master within one (1) year after the Accrual Date, or the claim is waived and forever barred. In no event shall Entry-Master have any responsibility or liability of any kind for any repairs or replacements by the Dealer without Entry-Master's prior written authorization.

5. **COMPLIANCE WITH LAW** – The Dealer shall at all times comply with applicable law in its use of the System.

6. **CONFIDENTIALITY** -

6.1 During the performance of the Work and after the termination of the Work, the Dealer shall, together with each of its current and former employees, officers, directors, agents, representatives and affiliates, maintain confidential and not disclose or use for any purpose other than that stipulated in the Purchase Order, any part of the information, whether written or oral, without limitation, concerning the System, its specifications, compositions, conditioning, procedure or techniques for manufacturing and know-how received directly or indirectly from Entry-Master, its employees, officers, directors, agents, representatives and affiliates, or developed or in any way acquired in connection with the marketing, distribution or sale of the System. In furtherance of the foregoing, the Dealer will not, without first obtaining the written consent of Entry-Master, which may be withheld without reason, communicate any such information to any one other than its approved employees, and then only to the extent necessary for the Work, and only after such persons provide reasonable assurances in writing that they will keep such information strictly confidential in accordance with the terms of the Purchase Order.

6.2 This confidentiality obligation does not apply to information that: (a) is already lawfully known to the person to whom it is disclosed (upon written proof of same) without a breach of the provisions of the Purchase Order; (b) is already lawfully in the public domain without any breach of the provisions of the Purchase Order; (c) is obtained from third parties who are not bound to maintain confidentiality, to the extent that the information known by third parties has not been obtained as a result of a breach of these provisions; (d) must be disclosed by law; or (e) is in any sales brochures or any printed material from Entry-Master that is intended to be available to customers.

6.3 Before using any promotional material regarding the System, the Dealer shall obtain the prior written consent of Entry-Master, which may be withheld with or without good cause.

7. **PROPRIETARY RIGHTS** -

7.1 **Exclusive Ownership** - The Dealer expressly recognizes that Entry-Master is the exclusive and absolute owner of the intellectual property rights relating to the System; the copyrights, patents and trademarks relating to the System, whether registered or not registered, used or not used; and of all information relating to any formula or marketing strategy for the System which includes, without limitation, all samples, plans, information, formulas, descriptions of concepts and other technical characteristics relating to the System (the "Technical Information"). The Dealer agrees that it will not at any time, either during the Term or after the termination of the Agreement, for any reason:

7.1.1 Use or permit the use of any of the Technical Information in any form for any purpose except as expressly permitted in this Agreement or except as permitted by prior express written authorization of Entry-Master.

7.1.2 Use or permit the use of the trademarks related to the System, in whatever form, for trademark purposes or in any manner or language except as expressly permitted in this Agreement or except as permitted by prior express written authorization of Entry-Master.

7.1.3 Register in any country the trademarks related to the System or any trademarks confusingly similar thereto.

7.1.4 Dispute or contest: (a) the validity of the trademarks related to the System or the registration thereof, whether said registrations are now existing or hereafter obtained; (b) the exclusive ownership by Entry-Master of the System, the trademarks related to the System, or the Technical Information; (c) the exclusive ownership by Entry-Master of the present or future goodwill of the business appertaining to said trademarks related to the System, the Technical Information and the System in the Territory; or (d) the exclusive proprietary rights of the trademarks related to the System, the Technical Information and all methods or techniques related thereto heretofore or hereafter developed, or used in or in connection with the System, and whether or not any of such information is trademarked or trademarkable, copyrightable or copyrighted, patented or patentable or otherwise protected or protectable.

7.2 Right to Control Quality of Products and Distribution Services - Entry-Master shall have the right to inspect and reasonably control use of its trademarks with respect to the quality and character of the goods sold and services rendered in connection with the Entry-Master marks.

7.3 Limited Copyright License – Entry-Master may develop or create catalogs, photographs, video segments and other creative works (“The Works”) that are protectable under copyright law. Entry-Master shall grant a limited license to use The Works to the Dealer in connection with the sale of a System. This license is limited in scope; this license is solely for use of The Works in connection with sale of the System. This license, and the permission to use promotional material set forth in Article 6.3 above, shall be deemed revoked upon termination of this Agreement for any reason.

7.4 Limited Trademark License – Subject to Section 2.2.7 herein, Entry-Master shall grant a limited license to the Dealer to use Entry-Master’s trademarks and logo for the sole purpose of identifying the Dealer as a Dealer of Entry-Master Products in the Dealer’s marketing materials. This license shall be deemed revoked upon termination of this Agreement for any reason.

8. **TERMINATION** – Entry-Master shall have the right to terminate the Agreement, in addition to all other rights and remedies it may have at law or in equity, if any of the following occur:

8.1 Failure of the Dealer to perform any of its obligations under the Agreement, or any other breach or threatened breach of the Agreement by the Dealer.

8.2 The Dealer cannot perform its obligations in the ordinary course of business.

8.3 Bankruptcy, insolvency, receivership, dissolution, winding-up or any similar event of the Dealer.

8.4 Suspension of the Agreement for more than one (1) month due to an event of force majeure (which shall include, but not be limited to, the Dealer’s acts or omissions, acts of God, governmental actions, labor disputes, strikes or shortages, civil disturbances, fires, floods, storms, public health matters, transportation delays, plant accidents and material or facility procurement delays).

8.5 Any change of voting control or majority ownership of the Dealer.

8.6 Entry-Master gives written notice of its intent to terminate the Agreement, for any reason or no reason, with or without cause, which such termination shall be effective sixty (60) days from the date of such notice.

8.7 The Dealer is in default of any Dealer Agreement.

9. **EFFECT OF TERMINATION** - In the event of a termination of the Agreement by expiration, non-renewal or otherwise:

9.1 The Dealer shall immediately pay Entry-Master in full all amounts due by it to Entry-Master.

9.2 Such termination shall not release either party from any obligations or liability that at such time has already accrued to the other party, or in any way affect the survival of any right, duty or obligation of either party that is intended to survive such expiration or earlier termination.

9.3 The Dealer shall: (a) deliver to Entry-Master, without delay, and without saving any copies, all of the information, documentation and other items relating to the Products that may be in its possession as a result of the Agreement; (b) immediately cease all marketing, distribution and sales of the Products; and (c) immediately cease all use of the trademarks related to the Products, the Technical Information and the Products.

9.4 The Dealer shall immediately cease to identify itself as an authorized Dealer for Entry-Master or otherwise affiliated in any manner with Entry-Master.

9.5 If the Dealer has paid in full all amounts due by it to Entry-Master, the Dealer shall have the right to continue to distribute the Dealer's inventory of Products at the time of termination, but in no event no longer than six (6) months after such termination. During this period, the provisions of the Agreement shall continue in force to the extent required for the limited purpose of permitting the Dealer to distribute such inventory.

9.6 Notwithstanding the provisions of the previous clause, Entry-Master shall have the right at any time to repurchase any of the Products that have not yet been resold by the Dealer, at the lower of the original invoice price or the market price then applicable to such Products, minus any shipping and quality inspection costs. Entry-Master may deduct from such repurchase any amounts due to it by the Dealer.

9.7 Entry-Master shall not be liable for incidental or consequential damages of any kind, whether as a result of a loss by the Dealer of present or prospective profits, anticipated sales, expenditures, investments, commitments made in connection with the Agreement, or on account of any other reason or cause whatsoever.

9.8 Entry-Master and the Dealer shall be bound by and uphold their respective obligations and covenants under the Agreement, all of which shall survive termination of the Agreement for any reason.

10. **REMEDIES FOR BREACH** - Entry-Master may exercise any of the following rights or remedies in addition to any other right or remedy elsewhere provided in the Purchase Order, at law, in equity, by statute or otherwise, upon the breach or threatened breach of the Purchase Order by the Dealer, whether or not Entry-Master has elected to terminate the Purchase Order:

10.1 Damages - Entry-Master may hold the Dealer responsible for any and all damages and expenses, including reasonable counsel fees and other damages incurred by Entry-Master that may result from the breach or threatened breach of the Purchase Order by the Dealer.

10.2 Injunctive Relief - The Dealer recognizes that the relationship between the Dealer and Entry-Master is of a special and unique character, and that in the event of the breach or threatened breach by the Dealer of any of the terms and conditions of the Purchase Order, Entry-Master shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to enforce the specific performance of the Purchase Order and to enjoin the Dealer from violating any provision of the Purchase Order. Nothing in the Purchase Order shall be construed to prevent the election by Entry-Master of any such remedy in the event of the breach or threatened breach of the Purchase Order by the Dealer.

10.3 Dealer's Failure to Service - In the event the Dealer fails to comply (or threatens to fail to comply) with its warranty, maintenance and repair obligations in accordance with the terms of the Purchase Order or the Dealer's agreement with the Customer, in addition to any other right or remedy that Entry-Master may have under the Purchase Order, Entry-Master may, but is not required to, provide such services on behalf of the Dealer, and in such event the Dealer agrees to fully reimburse Entry-Master immediately for any and all materials, equipment, expenses and any other damages, including reasonable counsel fees, costs of litigation, and other liabilities incurred by Entry-Master in connection with providing such services.

11. **INDEPENDENT CONTRACTOR RELATIONSHIP** - The Dealer agrees that, with respect to all matters pertaining to the Purchase Order and the System, it shall be deemed to be an independent contractor. The Dealer shall have no authority, nor shall it hold itself out as having authority, whether expressed or implied, to assume or create any obligation on behalf of Entry-Master, nor shall the Dealer issue or cause to be issued any quotations or draft any letters or documents over the name of Entry-Master, but rather shall use its own name for such purposes. Nothing contained in the Purchase Order shall be construed so as to authorize the Dealer to hold itself out as a representative or agent of Entry-Master, nor to act on behalf of Entry-Master, or to create a partnership or joint venture, and neither party thereto shall be liable for the debts or obligations of the other.

12. **MISCELLANEOUS** -

12.1 No Waiver by Entry-Master - No delay or failure on the part of Entry-Master to: (a) insist upon the strict performance of any term of the Purchase Order or any other documents executed in connection therewith; or (b) exercise any rights or remedies thereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy thereunder preclude any subsequent exercise thereof or the exercise of any other right or remedy at any later time or times.

12.2 Severability - In the event that any one or more of the provisions of the Purchase Order or any other document executed in connection therewith is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions thereof operates to invalidate any of the provisions thereof, then such provision or provisions shall be deemed null and void and shall not affect any other provision thereof, and the remaining provisions shall remain in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

12.3 Entire Agreement - The Purchase Order shall completely and fully supersede all other prior agreements, both written and oral, between Entry-Master and the Dealer relating to the subject matter of the Purchase Order. The Purchase Order may not be amended except by written instrument signed by the parties thereto.

12.4 Counterparts; Binding Agreement - The Purchase Order may be executed in any number of counterparts, all of which when so executed and taken together shall constitute but a single instrument. The Purchase Order shall be binding upon the Dealer, its successors and permitted assigns, as the case may be, and shall inure to the benefit of Entry-Master, its successors and assigns. No part of the Purchase Order and

no part of the Work to be performed thereunder shall be assigned by the Dealer, except with the express written consent of Entry-Master, which may be withheld without reason.

12.5 Construction - Whenever used in the Purchase Order, the singular number shall include the plural, the plural shall include the singular, and the use of the masculine, feminine or neuter gender shall include all genders. The headings in the Purchase Order are for convenience only and shall not limit or otherwise affect any of the terms thereof. Except as otherwise expressly set forth in the Purchase Order, all matters requiring Entry-Master's approval, consent, acceptance or satisfaction in the Purchase Order shall be subject to Entry-Master's sole and absolute subjective discretion.

12.6 Further Assurances - Upon the request of Entry-Master, the Dealer shall immediately execute and deliver to Entry-Master such further instruments and documents and do or cause to be done such further acts that may be necessary or proper to carry out more effectively the provisions and purposes of the Purchase Order and the other documents and instruments to be executed and/or delivered in connection therewith.

12.7 Cumulative Remedies; Process - The parties acknowledge and agree that the rights and remedies provided in the Purchase Order are cumulative and in addition to all other rights and remedies now or hereafter existing by contract, at law or in equity or otherwise. In any suit, action or proceeding instituted in connection with the Purchase Order or any of the other documents or instruments executed in connection therewith or pursuant thereto, the parties agree that service of process as provided in the manner set forth or as otherwise authorized by law shall be deemed sufficient for all purposes thereof.

12.8 Jurisdiction - Any suit, action or proceeding arising out of or relating to the System, the Purchase Order, or any of the other documents and instruments executed and/or delivered in connection therewith shall be litigated in courts having a situs within the State of Maryland, and each of the parties thereto consents to the jurisdiction of any federal or state court located within the State of Maryland, and agrees that it is subject to service of process prescribed in the Maryland Rules of Procedure. To the extent permitted by applicable law, the Dealer hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that venue is improper, or that the Purchase Order or any of the other documents and instruments executed pursuant thereto may not be enforced in or by such courts.

12.9 Governing Law - The rights and obligations of the parties under the Purchase Order shall be governed by, and construed in accordance with, the laws of the State of Maryland, excluding the conflict of laws provisions of that state.

12.10 Waiver of Jury Trial - The Dealer hereby waives trial by jury in any action or proceeding to which it and Entry-Master may be parties, arising out of or in any way pertaining to the Purchase Order.

12.11 Notices - Except as otherwise set forth in the Purchase Order, all notices to any of the parties thereto shall be sufficient for all purposes if either hand delivered, sent via facsimile transmission, or by U.S. First Class Mail, Postage Prepaid to such party at its last known business address.