

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

December 17, 2008
Date of report (Date of earliest event reported)

Wireless Ronin Technologies, Inc.

(Exact name of registrant as specified in its charter)

Minnesota
(State or other jurisdiction
of incorporation)

1-33169
(Commission
File Number)

41-1967918
(IRS Employer
Identification No.)

5929 Baker Road, Suite 475
Minnetonka, Minnesota 55345
(Address of principal executive offices, including zip code)

(952) 564-3500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

(c) On December 17, 2008, our board elected James C. Granger as our President and Chief Executive Officer. Our board also elected Mr. Granger to serve as a director. Mr. Granger assumed these roles effective immediately upon such election.

Mr. Granger, age 62, most recently served as president of Toptech Systems, Inc., a provider of software, hardware and data services, from 2005 to 2007. Prior to Toptech, Mr. Granger was president, chief executive officer and a director of Norstan Inc., a communications solutions and services company, from 2000 to 2004. Mr. Granger served as chairman, president and chief executive officer of Digital Biometrics, Inc., now part of L-1 Identity Solutions Inc., a provider of identification information systems that employ biometric technology, from 1997 to 2000. He was president of Access Platform Systems Division at ADC Telecommunications Inc., a provider of broadband communications network infrastructure products and related services from 1995 to 1997. Mr. Granger served as vice president of consumer markets operations, and before that, as vice president of marketing, at Sprint/United Telephone from 1989 to 1995.

We have entered into an employment agreement with Mr. Granger, upon the recommendation of our compensation committee, pursuant to which Mr. Granger will receive an annual base salary of \$250,000 and is eligible to receive performance-based cash bonuses. Under our Senior Management Bonus Plan (described below), Mr. Granger is eligible to receive a target bonus of \$200,000 if certain performance targets set by the compensation committee are achieved under such plan for 2009. The employment agreement provides that a severance payment will be made if Mr. Granger's employment is terminated (1) by our company within a specified period following a change in control for any reason other than for cause or death or disability, (2) by our company without cause, or (3) by Mr. Granger for good reason. The severance payment would be twelve (12) months of base salary and an amount equal to Mr. Granger's bonus earned for the last fiscal year, but not to exceed Mr. Granger's target bonus as set forth in any bonus plan arrangement in which Mr. Granger participates at the time of termination of his employment. If Mr. Granger becomes eligible for severance benefits, he may also become eligible for COBRA benefits under his employment agreement. In addition, Mr. Granger has agreed to certain nondisclosure and inventions provisions during the term of his employment and thereafter, certain noncompetition provisions during the term of his employment and for a period of two years thereafter, and certain noninterference and nonrecruitment provisions during the term of his employment and for a period of one year thereafter. The foregoing description is qualified in its entirety by reference to Mr. Granger's employment agreement, which appears as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference in response to this Item 5.02(c).

Also upon the recommendation of our compensation committee, upon the commencement of his employment, we granted Mr. Granger a ten-year stock option under our Amended and Restated 2006 Equity Incentive Plan to purchase 400,000 shares of our common stock at \$0.67 per share (representing the closing price of our common stock on the date Mr. Granger commenced his employment), with vesting of 25 percent on the date of grant and 25 percent annually thereafter. We have previously filed the form of non-qualified stock option agreement used in connection with awards to executive officers under our Amended and Restated 2006 Equity Incentive Plan.

There are no familial relationships between Mr. Granger and any other executive officer or director of our company. There are no transactions in which Mr. Granger has an interest requiring disclosure under Item 404(a) of Regulation S-K. Each of our executive officers is appointed to serve until his or her successor is duly appointed or his or her earlier removal or resignation from office.

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We issued a press release regarding the naming of Mr. Granger as President, Chief Executive Officer and one of our directors on December 18, 2008, which is attached hereto as Exhibit 99 and is incorporated by reference in response to this Item 5.02(c).

(d) On December 17, 2008, our board, upon the recommendation of our corporate governance and nominating committee, elected James C. Granger to serve as a director. Further information regarding Mr. Granger is set forth in Item 5.02(c) above and is incorporated by reference in response to this Item 5.02(d).

Mr. Granger has not been appointed to serve on any committees, and we do not expect him to be appointed to any committees, other than possibly the executive committee, because he is not an “independent director.”

As an employee of our company, Mr. Granger will receive no fees for his service as a director of our company.

Each of our directors is elected annually, by a plurality of the votes cast, to serve until the next annual meeting of shareholders and until his or her successor is elected and duly qualified.

(e) On December 22, 2008, our compensation committee (1) set the annual base salaries of our executive officers for 2009 and (2) established a senior management bonus plan.

2009 Base Salaries

The annual base salaries for our executive officers for 2009 have been set at the following levels (representing a base salary freeze from 2008):

| <u>Name and Position of Executive Officer</u> | <u>2009 Base Salary</u> |
|--|-------------------------|
| James Granger President, Chief Executive Officer, and Director | \$250,000 |
| Scott Koller Executive Vice President of Sales and Marketing | \$185,000 |
| Brian Anderson Vice President, Interim Chief Financial Officer and Controller | \$143,000 |
| Robert Whent Executive Vice President, Content Engineering | \$225,000 |

Senior Management Bonus Plan

The compensation committee also established a senior management bonus plan under which certain members of our senior management team, who are ineligible to participate in our profit-sharing bonus program for associates and who are not commissioned salespeople, may be eligible for non-equity incentive awards if certain performance targets set by the compensation committee are achieved under such plan for 2009. For 2009, bonuses under the senior management bonus plan will be based 50 percent upon the company’s annual gross revenue and 50 percent upon the company’s EBITDA123R/(loss), which will be calculated based upon the company’s accounting practices, consistently applied and upon GAAP standards applicable to the company.

The following chart sets forth the 2009 target bonus under the senior management bonus plan for each of our eligible executive officers.

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| Name and Position of Executive Officer | 2009 Target Bonus |
|--|--------------------------|
| James Granger President, Chief Executive Officer, and Director | \$200,000 |
| Scott Koller Executive Vice President of Sales and Marketing | \$ 75,000 |
| Brian Anderson Vice President, Interim Chief Financial Officer and Controller | \$ 35,000 |

The foregoing discussion of the senior management bonus plan is qualified in its entirety by reference to the plan itself, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference in response to this Item 5.02(e).

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) See "Exhibit Index."

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 23, 2008

Wireless Ronin Technologies, Inc.

By: /s/ Scott N. Ross
Scott N. Ross
Vice President, General Counsel and Secretary

EXHIBIT INDEX

| <u>Exhibit Number</u> | <u>Description</u> |
|---------------------------|--|
| 10.1 | Executive Employment Agreement, dated December 17, 2008. |
| 10.2 | Senior Management Bonus Plan, adopted December 22, 2008. |
| 99 | Press release, dated December 18, 2008. |

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into effective December 17, 2008, by and between **Wireless Ronin Technologies, Inc.**, a corporation duly organized and existing under the laws of the State of Minnesota, with a place of business at 5929 Baker Road, Suite 475, Minnetonka, Minnesota 55345 (hereinafter referred to as the “**Company**”), and James C. Granger, a resident of the state of Minnesota (hereinafter referred to as “**Executive**”).

BACKGROUND OF AGREEMENT

- The Company desires to employ Executive as its President and Chief Executive Officer, and Executive desires to accept such employment.
- This Agreement provides, among other things, for base compensation for Executive, a term of employment and severance payments in the event Executive is terminated without Cause or by reason of a Change of Control of the Company.

In consideration of the foregoing, the Company and Executive agree as follows:

ARTICLE 1**EMPLOYMENT**

1.01 Subject to the terms of Articles 3 and 6, the Company hereby agrees to employ Executive pursuant to the terms of this Agreement, and Executive agrees to such employment as its Chief Executive Officer, and shall hold such title under the terms of this Agreement. Executive’s primary place of employment shall be the Company’s executive offices at Minnetonka, Minnesota.

1.02 Executive shall generally have the authority, responsibilities, and such duties as are customarily performed by the chief executive officer of a public company of similar size and industry. Notwithstanding the foregoing, Executive shall also render such additional services and duties within the scope of Executive’s experience and expertise as may be reasonably requested of him from time to time by the Board. Further, the Board of directors of the Company may from time to time in its discretion redefine the duties and responsibilities of Executive as it determines the needs of the Company’s business warrant.

1.03 Executive shall report to the Board or any committee thereof as the Board shall direct, and shall generally be subject to direction, orders and advice of the Board; provided, however, that the Board shall, as soon as reasonably possible following complete execution of this Agreement, appoint Executive to serve as a director of the Company, subject to all terms and conditions applicable to such service as a director of the Company.

ARTICLE 2

BEST EFFORTS OF EXECUTIVE

2.01 In his capacity as Chief Executive Officer, Executive shall use his best efforts and abilities in the performance of his duties, services and responsibilities for the Company.

2.02 During the term of his employment, Executive shall devote substantially all of his business time and attention to the business of the Company and its subsidiaries and affiliates and shall not engage in any substantial activity inconsistent with the foregoing, whether or not such activity shall be engaged in for pecuniary gain, unless approved by the Board; provided, however, that, to the extent such activities do not violate, or substantially interfere with his performance of his duties, services and responsibilities under this Agreement.

ARTICLE 3

TERM AND NATURE OF EMPLOYMENT

3.01 Executive's employment hereunder shall be for an initial term beginning December 17, 2008, and ending December 31, 2009. Neither the Company nor Executive shall be obligated to extend such term of the employment relationship. The term of Executive's employment shall automatically be extended for successive one (1) year periods unless the Company or Executive elects not to extend employment by giving written notice to the other not less than thirty (30) days prior to the end of the initial term or any extension periods. The terms and conditions of this Agreement may be amended from time to time with the consent of the Company and Executive. All such amendments shall be effective when memorialized by a written agreement between the Company and Executive, following approval by the Company's Compensation Committee (the "Committee").

ARTICLE 4

COMPENSATION AND BENEFITS

4.01 During the initial term of employment hereunder, Executive shall be paid a base salary at Executive's current rate of Two Hundred Fifty Thousand Dollars (\$250,000) per year ("Base Salary"), payable in accordance with the Company's established pay periods, reduced by all deductions and withholdings required by law and as otherwise specified by Executive. The Company agrees to review Executive's performance and compensation in 2009 and annually thereafter. Executive's Base Salary may be increased (but not decreased) in the sole discretion of the Board; provided that Executive's Base Salary may be reduced after any such increase in connection with Company compensation reductions applied to all other senior executives of the Company. In the event Executive's employment shall for any reason terminate during the Term, Executive's final monthly Base Salary payment shall be made on a pro-rated basis as of the last day of the month in which such employment terminated.

4.02 During the term of employment, in addition to payments of Base Salary set forth above, Executive may be eligible to participate in any performance-based cash bonus or equity award plan for senior executives of the Company, based upon achievement of individual and/or

Company goals established by the Board or Committee. The extent of Executive's participation in bonus plans shall be within the discretion of the Company's Board or Compensation Committee. Executive shall be entitled to receive a target bonus of \$200,000 to be paid by the Company if performance targets are achieved under the terms of the Company's senior executive bonus program in 2009.

4.03 During the term of employment, Executive shall be entitled to participate in employee benefit plans, policies, programs, perquisites and arrangements, as the same may be provided and amended from time to time, that are provided generally to similarly situated executive employees of the Company, to the extent Executive meets the eligibility requirements for any such plan, policy, program, perquisite or arrangement.

4.04 The Company shall reimburse Executive for all reasonable business expenses incurred by Executive in carrying out Executive's duties, services, and responsibilities under this Agreement. Executive shall comply with generally applicable policies, practices and procedures of the Company with respect to reimbursement for, and submission of expense reports, receipts or similar documentation of, such expenses.

ARTICLE 5

VACATION AND LEAVE OF ABSENCE

5.01 Executive shall be entitled to twenty-two (22) business days of paid time off ("PTO") for each twelve (12) months of employment, in addition to the Company's normal holidays. PTO includes sick days and leaves of absence. PTO will be scheduled taking into account the Executive's duties and obligations at the Company. All unused PTO shall be accumulated from year to year, in accordance with the Company's PTO Policy. PTO and sick leave and all other leaves of absence will be taken in accordance with the Company's stated personnel policies. Upon termination or expiration of the Executive's employment, Executive shall be entitled to compensation for any accrued, unused PTO time in accordance with the Company's PTO Policy as of date of termination.

ARTICLE 6

TERMINATION

6.01 The Company may terminate Executive's employment without Cause upon written notice to Executive. In the event of a termination of Executive without Cause, including a termination by Executive for Good Reason, Executive shall be entitled to receive: (i) the Severance Payment provided in Section 7.01 and (ii) the bonus described in Section 7.03. For the purposes of this Agreement, an election by the Company not to extend this Agreement pursuant to Section 3.01 shall be deemed a termination without cause.

6.02 Executive's employment will terminate as of the date of the death or Disability of the Executive. In the event of such termination, there shall be payable to Executive or Executive's estate or beneficiaries Base Salary earned through the date of death together with a pro-rata portion of any bonus due Executive pursuant to any bonus plan or arrangement established or mutually agreed-upon prior to termination, to the extent earned or performed

based upon the requirements or criteria of such plan or arrangement, as the Board shall in good faith determine. Such pro-rated bonus shall be payable at the time and in the manner payable to other executives of the Company who participate in such plan or arrangement. For purposes of this Agreement "Disability" shall mean a determination by the Board of the Company of the inability of Executive to perform substantially all of his duties and responsibilities under this Agreement due to illness, injury, accident or condition of either a physical or psychological nature, and such inability continues for an aggregate of ninety (90) days during any period of three hundred and sixty-five (365) consecutive calendar days. Such determination shall be made in good faith by the Board, the decision of which shall be conclusive and binding.

6.03 Any other provision of this Agreement notwithstanding, the Company may terminate Executive's employment upon written notice specifying a termination date based on any of the following events that constitute Cause:

- (a) Any conviction or nolo contendere plea by Executive to a felony, gross misdemeanor or misdemeanor involving moral turpitude, or any public conduct by Executive that has or can reasonably be expected to have a detrimental effect on the Company and the image of its management;
- (b) Any act of material misconduct, willful and gross negligence, or material breach of duty with respect to the Company, including, but not limited to, embezzlement, fraud, dishonesty, nonpayment of an obligation owed to the Company, or material breach of a fiduciary duty to the Company which results in harm or loss to the Company;
- (c) Any material breach of any material provision of this Agreement or of the Company's announced or written rules, codes or policies; provided, however, that such breach shall not constitute Cause if Executive cures or remedies such breach within thirty (30) days after written notice to Executive, without material harm or loss to the Company, unless (i) such breach is part of a pattern of chronic breaches of the same, which may be evidenced by reports or warning letters given by the Company to Executive; or (ii) such breach is of a nature that it is deemed by the Board not to be curable, including situations where the Board determines that harm or loss to the Company has already occurred or can reasonably be expected to occur and cannot be eliminated by such cure.
- (d) Any act of insubordination by Executive; provided, however, an act of insubordination by Executive shall not constitute Cause if Executive cures or remedies such insubordination within thirty (30) days after written notice to Executive, without material harm or loss to the Company, unless (i) such insubordination is a part of a pattern of chronic insubordination, which may be evidenced by reports or warning letters given by the Company to Executive; or (ii) such insubordination is of a nature that it is deemed by the Board not to be curable, including situations where the Board determines that harm or loss to the Company has already occurred or can reasonably be expected to occur and cannot be eliminated by such cure.

- (e) Any unauthorized disclosure of any Company trade secret or confidential information, or conduct constituting unfair competition with respect to the Company, including inducing a party to breach a contract with the Company; or
- (f) A willful violation of federal or state securities laws or employment laws.

In making such determination of Cause, the Board shall act in good faith and give Executive a reasonably detailed written notice and a reasonable opportunity to be heard on the issues at a Board or Committee meeting. A resolution providing for the termination of Executive's employment for Cause must be approved by a majority of the members of the Board; provided, however, that if Executive is a member of the Board, he shall not vote on the resolution shall not be deemed to be a member of the Board for purposes of whether a majority of its members have approved such termination.. Executive's employment shall be deemed terminated for Cause upon the approval by the Board of a resolution terminating Executive's employment for Cause unless a later time or date is specified.. For purposes of this Agreement, no act or failure by the Executive shall be considered "willful" if such act is done by Executive in good faith in the belief that such act is or was lawful and in the best interest of the Company or one or more of its businesses. Nothing in this Section 6.03 shall be construed to prevent Executive from contesting the Board or Committee's determination that Cause exists. In the event of a termination for Cause, and not withstanding any contrary provision otherwise stated, Executive shall receive only his Base Salary earned through the date of termination.

6.04 Executive may terminate his employment upon sixty (60) days prior written notice to the Company for "Good Reason." For purposes of this Agreement, "Good Reason" means any of the following events or actions taken by the Company without Cause:

- (a) the Company or any of its subsidiaries reduces Executive's Base Salary or base rate of annual compensation, or otherwise changes benefits provided to Executive under compensation and benefit plans, arrangements, policies and procedures to be as a whole materially less favorable to Executive, other than reductions in Base Salary permitted under Section 4.01;
- (b) without Executive's express written consent, the Company or any of its subsidiaries significantly reduces Executive's job authority and responsibility, as the Company's Chief Executive Officer, except as permitted under Section 1.02;
- (c) without Executive's express written consent, the Company or any of its subsidiaries requires Executive to change the location of Executive's job or office, to a location more than fifty (50) miles from the location of Executive's job or office immediately prior to such required change;
- (d) a successor company fails or refuses to assume the Company's obligations under this Agreement; or
- (e) the Company or any successor company breaches any of the material provisions of this Agreement;

If Executive intends to terminate this Agreement for Good Reason, Executive must give not less than sixty (60) days written notice to the Company of the facts or events giving rise to Good

Reason, and must give such notice within ninety (90) days following the facts or event alleged to give rise to Good Reason. The Company shall, within such sixty-day notice period, have the right to cure or remedy events or any action or event constituting "Good Reason" within the meaning of this Section 6.04. The failure to give such notice shall be deemed a waiver of the right to terminate this Agreement for Good Reason based on such fact or event.

6.05 During the term of his employment and for 24 months after the date of Executive's termination of employment, (i) Executive shall not, directly or indirectly, make or publish any disparaging statements (whether written or oral) regarding the Company or any of its affiliated companies or businesses, or the affiliates, directors, officers, agents, principal shareholders or customers of any of them and (ii) the Company's directors and officers shall not directly or indirectly, make or publish any disparaging statements (whether written or oral) regarding Executive. Information which the Company's directors, officers or Executive is required to make or disclose regarding the other to comply with laws or regulations, or makes in a pleading on the advice of litigation counsel, and information which the directors or officers need to disclose for legitimate business reasons (for example disclosure to the Company's insurers or business associates), shall not constitute a disparaging statement.

6.06 Upon any termination of Executive's employment with the Company, Executive will immediately return to the Company all equipment, property and documents of the Company, including, specifically all property and documents containing any "Confidential Information" as described in Section 8.01 of this Agreement.

6.07 Upon any termination of Executive's employment with the Company, Executive shall be deemed to have resigned from all other positions he then holds as an officer, employee or director or other independent contactor of the Company or any of its subsidiaries or affiliates, unless otherwise agreed by the Company and Executive.

6.08 The provisions of Sections 6.05 and 6.07 shall survive the termination of this Agreement.

ARTICLE 7

SEVERANCE PAYMENTS

7.01 The Company, its successors or assigns, will pay Executive as severance pay (the "Severance Payment") an amount equal to twelve (12) months of the Executive's monthly Base Salary for full-time employment at the time of Executive's termination:

- (a) if (i) there has been a Change of Control of the Company (as defined in Section 7.02), and (ii) Executive is an active and full-time employee at the time of the Change of Control, and (iii) within twelve (12) months following the date of the Change of Control, Executive's employment is involuntarily terminated for any reason (including Good Reason (as definition Section 6.04)), other than for Cause or death or disability; or
- (b) if Executive's employment is terminated by the Company without Cause, or by Executive for Good Reason.

Nothing in this Section 7.01 shall limit the authority of the Committee or Board to terminate Executive's employment in accordance with Section 6.03. Except as provided in Section 7.09 below, payment of the Severance Payment pursuant to Section 7.01, less customary withholdings, shall be made in equal monthly installments commencing on the thirtieth day following the Executive's termination or resignation and shall be made over the non-competition period specified in Section 9.01. No Severance shall be payable if Executive's employment is terminated due to death or Disability. Except as provided in Section 7.06, payment of the Severance Payment pursuant to Section 7.01, less customary withholdings, shall be made in equal monthly installments commencing on the thirtieth day following the Executive's termination or resignation and shall be made over the non-competition period specified in Section 9.01.

7.02 For the purposes of this Agreement, "Change of Control" shall mean any one of the following:

- (a) an acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") of 50% or more of either: (1) the then outstanding Stock; or (2) the combined voting power of the Company's outstanding voting securities immediately after the merger or acquisition entitled to vote generally in the election of directors; provided, however, that the following acquisition shall not constitute a Change of Control: (i) any acquisition directly from the Company; (ii) any acquisition by the Company or Subsidiary; (iii) any acquisition by the trustee or other fiduciary of any employee benefit plan or trust sponsored by the Company or a Subsidiary; or (iv) any acquisition by any corporation with respect to which, following such acquisition, more than 50% of the Stock or combined voting power of Stock and other voting securities of the Company is beneficially owned by substantially all of the individuals and entities who were beneficial owners of Stock and other voting securities of the Company immediately prior to the acquisition in substantially similar proportions immediately before and after such acquisition; or
- (b) individuals who, as of the date of this Agreement, constitute the Board (the "Incumbent Board"), cease to constitute a majority of the Board during any 12 month period. Individuals nominated or whose nominations are approved by the Incumbent Board and subsequently elected shall be deemed for this purpose to be members of the Incumbent Board; or
- (c) approval by the shareholders of the Company of a reorganization, merger, consolidation, liquidation, dissolution, sale or statutory exchange of Stock which changes the beneficial ownership of Stock and other voting securities so that after the corporate change the immediately previous owners of 50% of Stock and other voting securities do not own 50% of the Company's Stock and other voting securities either legally or beneficially; or
- (d) the sale, transfer or other disposition of all substantially all of the Company's assets in a transaction with a third party, other than in connection with a joint venture or similar transaction; or

(e) a merger of the Company with another entity after which the pre-merger shareholders of the Company own less than 50% of the stock of the surviving corporation.

A “Change of Control” shall not be deemed to occur with respect to Executive if the acquisition of a 50% or greater interest is by a group that includes the Executive, nor shall it be deemed to occur if at least 50% of the Stock and other voting securities owned before the occurrence are beneficially owned subsequent to the occurrence by a group that includes the Executive.

7.03 In addition to the Severance Payment payable pursuant to Section 7.01, the Company will pay Executive a bonus (“Severance Bonus”) in lump sum within thirty (30) days following a termination of employment pursuant to Section 7.01 an amount equal to Executive’s bonus earned for the last fiscal year, but not to exceed Executive’s target bonus as set forth in any bonus plan arrangement in which Executive participates at the time of termination of his employment. Without limiting other payments which would not constitute “cash severance-type benefits” hereunder, any cash settlement of stock options, accelerated vesting of stock options and retirement, pension and other similar benefits shall not constitute “cash severance-benefits” for purposes of this Section 7.03.

7.04 If Executive becomes entitled to the Severance Payment pursuant to Section 7.01, Executive shall be entitled to receive, if Executive is eligible to and elects to continue medical coverage from the Company as provided by law (commonly referred to as the COBRA continuation period), as part of his severance benefit, continued medical coverage under the Company’s medical plan. The Company will pay the Company’s portion of contribution to monthly medical insurance premiums paid at the time of termination of employee’s employment for such COBRA coverage for Executive and his eligible dependents for a period ending on the earlier of one year following termination, or until Executive is eligible to be covered by another plan providing medical benefits to Executive. To receive such benefit, Executive must be eligible for COBRA coverage, elect COBRA during the COBRA election period, and comply with all requirements to obtain such coverage, to be eligible for coverage and for this benefit.

7.05 All severance payments made under this Article (7), including those paid under Section 7.01, 7.02, 7.03 and 7.04, shall be conditioned upon the Executive’s signing and not rescinding a separation agreement and release in a form acceptable to the Company, which agreement shall include, at a minimum a full and general release of all claims to the greatest extent allowed by applicable law, a covenant not to sue, and an agreement to be reasonably available for consultation and assistance to the Company during any period in which severance is paid, and an agreement to return to the Company all Company property and copies thereof in any form or media.

7.06 Notwithstanding any other provision of this Agreement, the Company and Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Code (“Section 409A”), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service — in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Company and Executive agree

that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service — in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. The total severance benefit payable to the Executive during the first six months following the Executive's termination of employment shall not exceed the lesser of two times the Executive's annual compensation or the amount specified in Section 409A of the Code (\$490,000 in 2009). Any amounts that cannot be paid because of this limitation shall be paid in a lump sum on the first day of the seventh month following the Executive's termination of employment. The remaining amount shall be paid in installments for the duration of the non-compete period. Notwithstanding the above, should the Executive terminate employment for a Good Reason, that does not constitute an involuntary termination of employment under Section 409A of the Code, no payment shall be made until the first day of the seventh month following the Executive's termination of employment. Any amounts that cannot be paid because of this limitation shall be paid in a lump sum on the first day of the seventh month following the Executive's termination of employment.

7.07 The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes required by applicable law to be withheld by the Company.

7.08 The provisions of this Article 7 will be deemed to survive the termination of this Agreement for the purposes of satisfying the obligations of the Company and Executive hereunder.

7.09 The total severance benefit payable to the Executive during the first six months following the Executive's termination of employment shall not exceed the lesser of two times the Executive's annual compensation or the amount specified in Section 409A of the Code (\$490,000 in 2009). Any amounts that cannot be paid because of this limitation shall be paid in a lump sum on the first day of the seventh month following the Executive's termination of employment. The remaining amount shall be paid in installments for the duration of the non-compete period. Notwithstanding the above, should the Executive terminate employment for a Good Reason, that does not constitute an involuntary termination of employment under Section 409A of the Code, no payment shall be made until the first day of the seventh month following the Executive's termination of employment. Any amounts that cannot be paid because of this limitation shall be paid in a lump sum on the first day of the seventh month following the Executive's termination of employment.

ARTICLE 8

NONDISCLOSURE AND INVENTIONS

8.01 Except as permitted or directed by the Company or as may be required in the proper discharge of Executive's employment hereunder, Executive shall not, during his employment or at any time thereafter, divulge, furnish or make accessible to anyone or use in any way any Confidential Information of the Company. "Confidential Information" means any information or compilation of information that the Executive learns or develops during the course of his/her employment that is not generally known by persons outside the Company (whether or not conceived, originated, discovered, or developed in whole or in part by Executive). Confidential Information includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing), all of which Executive agrees constitutes the valuable trade secrets of the Company: research, designs, development, know how, computer programs and processes, marketing plans and techniques, existing and contemplated products and services, customer and product names and related information, prices sales, inventory, personnel, computer programs and related documentation, technical and strategic plans, and finances. Confidential Information also includes any information of the foregoing nature that the Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company. "Confidential Information" does not include information that (a) is or becomes generally available to the public through no fault of Executive, (b) was known to Executive prior to its disclosure by the Company, as demonstrated by files in existence at the time of the disclosure, (c) becomes known to Executive, without restriction, from a source other than the Company, without breach of this Agreement by Executive and otherwise not in violation of the Company's rights, or (d) is explicitly approved for release by written authorization of the Company.

8.02 Executive acknowledges that all inventions, innovations, improvements, developments, methods, designs, trade secrets, analyses, drawings, reports and all similar related information (whether or not patentable) which relate to the Company's or any of its subsidiaries' actual or anticipated business, research and development or existing products or services and which are conceived, developed or made by Executive while employed by the Company or any of its subsidiaries ("Work Product") belong to the Company or such subsidiary. Executive shall promptly disclose such Work Product to the Board of Directors of the Company and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after employment by the Company) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments). For purposes of this Agreement, any Work Product or other discoveries relating to the business of the Company or any subsidiaries on which Executive files or claims a copyright or files a patent application, within one year after termination of employment with the Company, shall be presumed to cover and be Work Product conceived or developed by Executive in whole or in part during the term of his employment with the Company, subject to proof to the contrary by good faith, written and duly corroborated records establishing that such Work Product was conceived and made following termination of employment.

Notwithstanding the foregoing, the Company advises Executive, and Executive understands and agrees, that the foregoing does not apply to inventions or other discoveries for which no equipment, supplies, facility or trade secret information of the Company was used and that was developed entirely on Executive's own time, and (a) that does not relate (i) directly to the Company's business, or (ii) to the Company's actual or demonstrably anticipated business research or development, or (b) that does not result from any work performed by Executive for the Company.

8.03 In the event of a breach or threatened breach by Executive of the provisions of this Article 8, the Company shall be entitled to an injunction restraining Executive from directly or indirectly disclosing, disseminating, lecturing upon, publishing or using such confidential, trade secret or proprietary information (whether in whole or in part) and restraining Executive from rendering any services or participating with any person, firm, corporation, association or other entity to whom such knowledge or information (whether in whole or in part) has been disclosed, without the posting of a bond or other security. Nothing herein shall be construed as prohibiting the Company from pursuing any other equitable or legal remedies available to it for such breach or threatened breach, including the recovery of damages from Executive.

8.04 Executive agrees that all notes, data, reference materials, documents, business plans, business and financial records, computer programs, and other materials that in any way incorporate, embody, or reflect any of the Confidential Information, whether prepared by Executive or others, are the exclusive property of the Company, and Executive agrees to forthwith deliver to the Company all such materials, including all copies or memorializations thereof, in Executive's possession or control, whenever requested to do so by the Company, and in any event, upon termination of Executive's employment with the Company.

8.05 The Executive understands and agrees that any violation of this Article 8 while employed by the Company may result in immediate disciplinary action by the Company, including termination of employment for Cause.

8.06 The provisions of this Article 8 shall survive termination of this Agreement indefinitely.

ARTICLE 9

NON-COMPETITION, NON-INTERFERENCE AND NON-SOLICITATION

9.01 In further consideration of the compensation to be paid to Executive hereunder, including amounts payable to Executive as a Severance Payment, Executive acknowledges that in the course of his employment with the Company he will become familiar, and during his employment with the Company he has become familiar, with the Company's trade secrets and other Confidential Information concerning the Company and that his services have been and will be of a special, unique and extraordinary value to the Company, and therefore, Executive agrees that, during the period of his employment, and for a period of two years following the end of Executive's employment term specified in Section 3.01 or any extension thereof, he shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, or in any manner engage in any business competing with the business of the Company, its subsidiaries or affiliates, as defined below and as such businesses exist or are in the

process during the period of his employment on the date of termination or the expiration of the period his employment, within any geographical area in which the Company or its subsidiaries or affiliates engage or have defined plans to engage in such businesses. Nothing herein shall prevent Executive from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as Executive has no participation in the business of such corporation. For the purposes of this Agreement, "business" or "business of the Company" means, with respect to and including the Company and its subsidiaries or affiliates, the design, development, marketing and sale of digital signage products and solutions.

9.02 Executive agrees that during the term of his employment and for a period of one (1) year after the termination of Executive's employment he will not directly or indirectly (i) in any way interfere or attempt to interfere with the Company's relationships with any of its current or potential customers, vendors, investors, business partners, or (ii) employ or attempt to employ any of the Company's employees on behalf of any other entity, whether or not such entity competes with the Company.

9.03 Executive agrees that breach by him of the provisions of this Article 9 will cause the Company irreparable harm that is not fully remedied by monetary damages. In the event of a breach or threatened breach by Executive of the provisions of this Article 9, the Company shall be entitled to an injunction restraining Executive from directly or indirectly competing or recruiting as prohibited herein, without posting a bond or other security, and, if the Company is successful in establishing a breach, to its reasonable attorneys' fees and costs. Nothing herein shall be construed as prohibiting the Company from pursuing any other equitable or legal remedies available to it for such breach or threatened breach, including the recovery of damages from Executive.

9.04 The Executive understands and agrees that any violation of this Article 9 while employed by the Company may result in immediate disciplinary action by the Company, including termination of employment for Cause.

9.05 The obligations contained in this Article 9 shall survive the termination of this Agreement as described in this Article 9.

ARTICLE 10

MISCELLANEOUS

10.01 Governing Law. This Agreement shall be governed and construed according to the laws of the State of Minnesota without regard to conflicts of law provisions. The Company and Executive agree that if any action is brought pursuant to this Agreement that is not otherwise resolved by arbitration pursuant to Section 10.06, such dispute shall be resolved only in the District Court of Hennepin County, Minnesota, or the United States District Court for Minnesota, and each party hereto unconditionally (a) submits for itself in any proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Hennepin County, Minnesota District Courts or the United States Federal District Court for Minnesota, and agrees that all claims in respect to any such proceeding shall be heard and determined in Hennepin County, Minnesota, Minnesota District Court or, to the extent permitted by law, in such federal court, (b) consents that any such proceeding may and

shall be brought in such courts and waives any objection that it may now or thereafter have to the venue or jurisdiction of any such proceeding in any such court or that such proceeding was brought in an inconvenient court and agrees not to plead or claim the same; waives all right to trial by jury in any proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, or its performance under or the enforcement of this Agreement; (d) agrees that service of process in any such proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.08; and (e) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Minnesota.

10.02 Successors. This Agreement is personal to Executive and Executive may not assign or transfer any part of his rights or duties hereunder, or any compensation due to him hereunder, to any other person or entity. This Agreement may be assigned by the Company. The Company shall require any successor or assignee, whether direct or indirect, by purchase, merger, consolidation or otherwise, of all or substantially all the business or assets of the Company, expressly and unconditionally to assume and agree to perform the Company's obligations under this Agreement, in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. In such event, the term "Company," as used in this Agreement, shall mean the Company as defined above and any successor or assignee to the business or assets which by reason hereof becomes bound by the terms and provisions of this Agreement.

10.03 Waiver. The waiver by the Company of the breach or nonperformance of any provision of this Agreement by Executive will not operate or be construed as a waiver of any future breach or nonperformance under any such provision or any other provision of this Agreement or any similar agreement with any other Executive.

10.04 Entire Agreement; Modification. This Agreement supersedes, revokes and replaces any and all prior oral or written understandings, if any, between the parties relating to the subject matter of this Agreement. The parties agree that this Agreement: (a) is the entire understanding and agreement between the parties; and (b) is the complete and exclusive statement of the terms and conditions thereof, and there are no other written or oral agreements in regard to the subject matter of this Agreement. Except for modifications described in Section 3.01 and Section 4.01, this Agreement shall not be changed or modified except by a written document signed by the parties hereto.

10.05 Severability and Blue Penciling. To the extent that any provision of this Agreement shall be determined to be invalid or unenforceable as written, the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the Company and Executive specifically authorize the tribunal making such determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law or public policy.

10.06 Arbitration. Any dispute, claim or controversy arising under this Agreement shall, at the request of any party hereto be resolved by binding arbitration in Hennepin County, Minnesota by a single arbitrator selected by the Company and Executive, with arbitration governed by The United States Arbitration Act (Title 9, U.S. Code); provided, however, that a dispute, claim or controversy shall be subject to adjudication by a court in any proceeding against the Company or Executive involving third parties (in addition to the Company or Executive). Such arbitrator shall be a disinterested person who is either an attorney, retired judge or labor relations arbitrator. In the event employer and Executive are unable to agree upon such arbitrator, the arbitrator shall, upon petition by either the Company or Executive, be designated by a judge of the Hennepin County District Court. The arbitrator shall have the authority to make awards of damages as would any court in Minnesota having jurisdiction over a dispute between employer and Executive, except that the arbitrator may not make an award of exemplary damages or consequential damages. In addition, the Company and Executive agree that all other matters arising out of Executive's employment relationship with the Company shall be arbitrable, unless otherwise restricted by law.

- (a) In any arbitration proceeding, each party shall pay the fees and expenses of its or his own legal counsel.
- (b) The arbitrator, in his or her discretion, shall award legal fees and expenses and costs of the arbitration, including the arbitrator's fee, to a party who substantially prevails in its claims in such proceeding.
- (c) Notwithstanding this Section 10.06, in the event of alleged noncompliance or violation, as the case may be, of Sections 8 or 9 of this Agreement, the Company may alternatively apply to a court of competent jurisdiction for a temporary restraining order, injunctive and/or such other legal and equitable remedies as may be appropriate.

10.07 Legal Fees. If any contest or dispute shall arise between the Company and Executive regarding any provision of this Agreement, and such dispute results in court proceedings or arbitration, a party that prevails with respect to a claim brought and pursued in connection with such dispute, shall be entitled to recover its legal fees and expenses reasonably incurred in connection with such dispute. Such reimbursement shall be made as soon as practicable following the resolution of the dispute (whether or not appealed) to the extent a party receives documented evidence of such fees and expenses.

10.08 Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or may send by certified mail, return receipt requested, postage prepaid, addressed to Executive at his residence address appearing on the records of the Company and to the Company at its then current executive offices to the attention of the Board. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address shall be effective only upon actual receipt. No objection to the method of delivery may be made if the written notice or other communication is actually received.

10.09 Survival. The provisions of this Article 10 shall survive the termination of this Agreement, indefinitely.

IN WITNESS WHEREOF the following parties have executed the above instrument the day and year first above written.

WIRELESS RONIN TECHNOLOGIES, INC.

By /s/ Stephen Birke

EXECUTIVE

/s/ James C. Granger

James C. Granger

SENIOR MANAGEMENT BONUS PLAN

Effective January 1, 2009

The Senior Management Bonus Plan (the "Plan") provides bonuses to certain members of the Company's senior management team. Such bonuses are based 50 percent upon the Company's annual gross revenues and 50 percent upon the Company's EBITDA123R / (loss), which is calculated based upon the Company's accounting practices, consistently applied and upon GAAP standards applicable to the Company.

The Company's Compensation Committee will identify eligible members of senior management and establish gross revenue and EBITDA goals for the upcoming plan year on an annual basis. The Company's Board of Directors and the Compensation Committee of the Board reserve the right to modify, terminate or suspend this plan at any time in the Board or Committee's sole discretion.

| Percentage of Goal Annual Gross Revenue and EBITDA123R / (Loss) | Percentage of Annual Gross Revenue and EBITDA123R/ (Loss) portion of Target Bonus |
|---|--|
| Less than 75% | 0% |
| 75% to < 85% | 20% |
| 85% to < 100% | 50% |
| 100% to < 110% | 100% |
| 110% to < 120% | 110% |
| 120% to < 130% | 120% |
| 130% to < 140% | 130% |
| 140% to < 150% | 140% |
| 150% to < 160% | 150% |
| 160% to < 170% | 160% |
| 170% to < 180% | 170% |
| 180% to < 190% | 180% |
| 190% to < 200% | 190% |
| Over 200% | 200% |



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Wireless Ronin Announces New President and CEO, James Granger

Technology Industry Veteran Joins Company

MINNEAPOLIS – December 18, 2008 — Wireless Ronin Technologies, Inc. (NASDAQ: RNIN), a Minneapolis-based digital signage solutions provider, today announced that, effective immediately, James C. (Jim) Granger has been appointed as the Company’s new president and chief executive officer. He succeeds Stephen Birke, who has served as Wireless Ronin’s interim president and CEO, since September 2008.

Mr. Granger brings to Wireless Ronin more than 25 years of experience in the technology industry, most recently as president of Toptech Systems, Inc., a provider of software, hardware and data services where he was responsible for restoring company growth and increasing bottom line profitability. Prior to Toptech, Granger was director, president and CEO of Norstan Inc., a communications solutions and services company.

“Jim’s extensive public company experience and background in building strong organizations will serve Wireless Ronin well as the company moves forward,” said Wireless Ronin board chairman, Greg Barnum. “He is a recognized leader in the technology industry and highly respected in the investment community. We believe that Jim will continue to position the company to take advantage of the opportunities in the digital signage marketplace. The board deeply appreciates Steve Birke’s leadership and service as interim CEO over the past few months. We look forward to continuing to work with Steve in his capacity as a board member,” Barnum concluded.

Before his tenure at Norstan, Granger served three years as chairman, president and CEO of Digital Biometrics, Inc., now an integral part of L-1 Identity Solutions Inc., a provider of identification information systems that employ biometric technology. Prior to that, Granger was president of Access Platform Systems Division at ADC Telecommunications Inc., a provider of

broadband communications network infrastructure products and related services. Before ADC, Granger served as vice president of Consumer Markets Operations, and vice president of Marketing at Sprint/United Telephone.

According to Granger, "This is an exciting time in the digital signage industry and for Wireless Ronin. I'm happy to be part of this talented team. I believe the company has tremendous growth potential, and I look forward to building its success and shaping its future."

About Wireless Ronin Technologies, Inc.

Wireless Ronin Technologies (www.wirelessronin.com) is the developer of RoninCast®, a complete software solution designed to address the evolving digital signage marketplace. Wireless Ronin provides clients with a complete, turnkey digital signage system which allows the ability to manage a digital signage network from one central location. The RoninCast® digital signage software suite allows for customized distribution with network management, playlist creation and scheduling, and database integration. Wireless Ronin offers an array of services to support RoninCast® software including consulting, creative development, project management, installation, and training. The company's common stock trades on the NASDAQ Global Market under the symbol "RNIN."

This release contains certain forward-looking statements of expected future developments, as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect management's expectations and are based on currently available data; however, actual results are subject to future risks and uncertainties, which could materially affect actual performance. Risks and uncertainties that could affect such performance include, but are not limited to, the following: estimates of future expenses, revenue and profitability; the pace at which the company completes installations and recognizes revenue; trends affecting financial condition and results of operations; ability to convert proposals into customer orders; the ability of customers to pay for products and services; the revenue recognition impact of changing customer requirements; customer cancellations; the availability and terms of additional capital; ability to develop new products; dependence on key suppliers, manufacturers and strategic partners; industry trends and the competitive environment; and the impact of losing one or more senior executives or failing to attract additional key personnel. These and other risk factors are discussed in detail in the company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission, on May 9, 2008.

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