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

FORM 10-Q

(Mark One)

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

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2008

o **TRANSITION REPORT PERSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM __________ TO __________

Commission File Number 001-33169

Wireless Ronin Technologies, Inc.

(Exact name of registrant as specified in its charter)

Minnesota	**41-1967918**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act of 1934 during the preceding 12 month (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☑	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). o Yes ☑ No

As of May 1, 2008, the registrant had 14,544,593 shares of common stock outstanding.

WIRELESS RONIN TECHNOLOGIES, INC.

TABLE OF CONTENTS

PART 1. FINANCIAL INFORMATION

Item 1. Financial Statements

WIRELESS RONIN TECHNOLOGIES, INC.
CONSOLIDATED BALANCE SHEETS

	March 31, 2008 (unaudited)	December 31, 2007 (audited)
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 11,436,844	$ 14,542,280
Marketable securities — available for sale	14,220,141	14,657,635
Accounts receivable, net of allowance of $93,533 and $84,685	3,472,996	4,135,402
Income tax receivable	146,766	231,328
Inventories	621,703	539,140
Prepaid expenses and other current assets	836,104	817,511
Total current assets	30,734,554	34,923,296
Property and equipment, net	2,052,143	1,780,390
Intangible assets, net	2,911,620	3,174,804
Restricted cash	450,000	450,000
Other assets	38,057	40,217
TOTAL ASSETS	$ 36,186,374	$ 40,368,707
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Current maturities of capital lease obligations	$ 80,392	$ 100,023
Accounts payable	1,302,009	1,387,327
Deferred revenue	1,211,439	1,252,485
Accrued purchase price consideration	999,974	999,974
Accrued liabilities	805,614	869,759
Total current liabilities	4,399,428	4,609,568
Capital lease obligations, less current maturities	52,055	70,960
TOTAL LIABILITIES	4,451,483	4,680,528
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY		
Capital stock, $0.01 par value, 66,666,666 shares authorized		
Preferred stock, 16,666,666 shares authorized, no shares issued and outstanding	—	—
Common stock, 50,000,000 shares authorized; 14,544,260 and 14,537,705 shares issued and outstanding	145,443	145,377
Additional paid-in capital	79,137,714	78,742,311
Accumulated deficit	(47,717,354)	(43,520,098)
Accumulated other comprehensive income	169,088	320,589
Total shareholders' equity	31,734,891	35,688,179
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 36,186,374	$ 40,368,707

See accompanying Notes to Consolidated Financial Statements.

WIRELESS RONIN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended March 31, 2008	Three Months Ended March 31, 2007
Sales		
Hardware	$ 763,293	$ 36,105
Software	98,291	62,742
Services and other	1,071,930	97,589
Total sales	1,933,514	196,436
Cost of sales		
Hardware	635,020	50,129
Services and other	899,776	53,134
Total cost of sales	1,534,796	103,263
Gross profit	398,718	93,173
Operating expenses:		
Sales and marketing expenses	1,219,794	624,649
Research and development expenses	454,360	249,431
General and administrative expenses	3,186,707	1,756,589
Termination of partnership agreement	—	653,995
Total operating expenses	4,860,861	3,284,664
Operating loss	(4,462,143)	(3,191,491)
Other income (expenses):		
Interest expense	(7,197)	(10,881)
Interest income	272,084	153,298
Other	—	(1,491)
Total other income	264,887	140,926
Net loss	$ (4,197,256)	$ (3,050,565)
Basic and diluted loss per common share	$ (0.29)	$ (0.31)
Basic and diluted weighted average shares outstanding	14,544,181	9,832,288

See accompanying Notes to Consolidated Financial Statements.

Table of Contents

WIRELESS RONIN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Three Months Ended March 31,	
	2008	**2007**
Operating Activities:		
Net loss	$ (4,197,256)	$ (3,050,565)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	113,295	66,366
Amortization of acquisition-related intangibles	137,651	—
Allowance for doubtful receivables	9,120	—
Stock-based compensation expense	395,219	596,020
Change in operating assets and liabilities:		
Accounts receivable	617,569	(1,520)
Income tax receivable	76,908	—
Inventories	(82,564)	(68,573)
Prepaid expenses and other current assets	(20,369)	14,940
Other assets	1,350	2,500
Accounts payable	(78,351)	(337,361)
Deferred revenue	(34,260)	829,310
Accrued liabilities	(59,551)	(215,576)
Net cash used in operating activities	(3,121,239)	(2,164,459)
Investing activities		
Purchases of property and equipment	(403,542)	(151,416)
Purchases of marketable securities	(6,754,422)	(1,499,439)
Sales of marketable securities	7,215,556	—
Net cash provided by (used in) investing activities	57,592	(1,650,855)
Financing activities		
Payments on capital leases	(38,309)	(23,915)
Proceeds from exercise of warrants and stock options	249	32,000
Net cash (used in) provided by financing activites	(38,060)	8,085
Effect of exchange rate changes on cash	(3,729)	—
Decrease in cash and cash equivalents	(3,105,436)	(3,807,229)
Cash and cash equivalents, beginning of period	14,542,280	8,273,388
Cash and cash equivalents, end of period	$ 11,436,844	$ 4,466,159

See accompanying Notes to Consolidated Financial Statements.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Wireless Ronin Technologies, Inc. (the “Company”) has prepared the consolidated financial statements included herein, without audit, pursuant to the rules and regulations of the United States (“U.S.”) Securities and Exchange Commission (“SEC”). The consolidated financial statements include all wholly and majority-owned subsidiaries. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations. However, the Company believes that the disclosures are adequate to ensure the information presented is not misleading. These unaudited consolidated financial statements should be read in conjunction with the audited financial statements and the notes thereto included in the Company’s Annual Report on Form 10-KSB for the year ended December 31, 2007.

The Company believes that all necessary adjustments, which consist only of normal recurring items, have been included in the accompanying financial statements to present fairly the results of the interim periods. The results of operations for the interim periods presented are not necessarily indicative of the operating results to be expected for any subsequent interim period or for the year ending December 31, 2008.

Nature of Business and Operations

The Company is a Minnesota corporation that provides dynamic digital signage solutions targeting specific retail and service markets. The Company has designed and developed RoninCast®, a proprietary content delivery system that manages, schedules and delivers digital content over a wireless or wired network. The solutions, the digital alternative to static signage, provide business customers with a dynamic and interactive visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences.

The Company’s wholly-owned subsidiary, Wireless Ronin Technologies (Canada), Inc., an Ontario, Canada provincial corporation located in Windsor, Ontario, develops “e-learning, e-performance support and e-marketing” solutions for business customers. E-learning solutions are software-based instructional systems developed specifically for customers, primarily in sales force training applications. E-performance support systems are interactive systems produced to increase product literacy of customer sales staff. E-marketing products are developed to increase customer knowledge of and interaction with customer products.

The Company and its subsidiary sell products and services primarily throughout North America.

Summary of Significant Accounting Policies

Further information regarding the Company’s significant accounting policies can be found in the Company’s most recent Annual Report filed on Form 10-KSB for the year ended December 31, 2007.

1. Revenue Recognition

The Company recognizes revenue primarily from these sources:

- Software and software license sales
- System hardware sales
- Professional service revenue

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

- Software development services
- Software design and development services
- Implementation services
- Maintenance and support contracts

The Company applies the provisions of American Institute of Certified Public Accountants (AICPA) Statement of Position (SOP) 97-2, "Software Revenue Recognition," ("SOP 97-2") as amended by SOP 98-9 "Modification of SOP 97-2, Software Revenue Recognition, With Respect to Certain Transactions" ("SOP 98-9") to all transactions involving the sale of software licenses. In the event of a multiple element arrangement, the Company evaluates if each element represents a separate unit of accounting taking into account all factors following the guidelines set forth in Financial Accounting Standards Board (FASB) Emerging Issues Task Force (EITF) Issue No. 00-21 ("EITF 00-21") "Revenue Arrangements with Multiple Deliverables."

The Company recognizes revenue when (i) persuasive evidence of an arrangement exists; (ii) delivery has occurred, which is when product title transfers to the customer, or services have been rendered; (iii) customer payment is deemed fixed or determinable and free of contingencies and significant uncertainties; and (iv) collection is probable. The Company assesses collectability based on a number of factors, including the customer's past payment history and its current creditworthiness. If it is determined that collection of a fee is not reasonably assured, the Company defers the revenue and recognizes it at the time collection becomes reasonably assured, which is generally upon receipt of cash payment. If an acceptance period is required, revenue is recognized upon the earlier of customer acceptance or the expiration of the acceptance period.

Multiple-Element Arrangements — The Company enters into arrangements with customers that include a combination of software products, system hardware, maintenance and support, or installation and training services. The Company allocates the total arrangement fee among the various elements of the arrangement based on the relative fair value of each of the undelivered elements determined by vendor-specific objective evidence (VSOE). In software arrangements for which the Company does not have VSOE of fair value for all elements, revenue is deferred until the earlier of when VSOE is determined for the undelivered elements (residual method) or when all elements for which the Company does not have VSOE of fair value have been delivered.

The Company has determined VSOE of fair value for each of its products and services. The fair value of maintenance and support services is based upon the renewal rate for continued service arrangements. The fair value of installation and training services is established based upon pricing for the services. The fair value of software and licenses is based on the normal pricing and discounting for the product when sold separately. The fair value of hardware is based on a stand-alone market price of cost plus margin.

Each element of the Company's multiple element arrangements qualifies for separate accounting with the exception of undelivered maintenance and service fees. The Company defers revenue under the residual method for undelivered maintenance and support fees included in the price of software and amortizes fees ratably over the appropriate period. The Company defers fees based upon the customer's renewal rate for these services.

Software and software license sales

The Company recognizes revenue when a fixed fee order has been received and delivery has occurred to the customer. The Company assesses whether the fee is fixed or determinable and free of contingencies based upon signed agreements received from the customer confirming terms of the transaction. Software is delivered to customers electronically or on a CD-ROM, and license files are delivered electronically.

System hardware sales

The Company recognizes revenue on system hardware sales generally upon shipment of the product or customer acceptance depending upon contractual arrangements with the customer. Shipping charges billed to customers are included in sales and the related shipping costs are included in cost of sales.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Professional service revenue

Included in services and other revenues is revenue derived from implementation, maintenance and support contracts, content development, software development and training. The majority of consulting and implementation services and accompanying agreements qualify for separate accounting. Implementation and content development services are bid either on a fixed-fee basis or on a time-and-materials basis. For time-and-materials contracts, the Company recognizes revenue as services are performed. For fixed-fee contracts, the Company recognizes revenue upon completion of specific contractual milestones or by using the percentage-of-completion method.

Software development services

Software development revenue is recognized monthly as services are performed per fixed fee contractual agreements.

Software design and development services

Revenue from contracts for technology integration consulting services where the Company designs/redesigns, builds and implements new or enhanced systems applications and related processes for clients are recognized on the percentage-of-completion method in accordance with AICPA SOP 81-1, “Accounting for Performance of Construction-Type and Certain Production-Type Contracts” (“SOP 81-1”). Percentage-of-completion accounting involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Estimated revenues for applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenue and costs are continuously monitored during the term of the contract, and recorded revenue and costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenue and income and are reflected in the financial statements in the periods in which they are first identified. If estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated direct and indirect costs of the contract exceed the estimated total revenue that will be generated by the contract and are included in cost of sales and classified in accrued expenses in the balance sheet.

Revenue recognized in excess of billings is recorded as unbilled services. Billings in excess of revenue recognized are recorded as deferred revenue until revenue recognition criteria are met.

Uncompleted contracts are as follows:

	March 31, 2008
Cost incurred on uncompleted contracts	$ 119,655
Estimated earnings	307,836
	427,491
Less: billings to date	(557,524)
	$ (130,033)

Implementation services

Implementation services revenue is recognized when installation is completed.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Maintenance and support contracts

Maintenance and support consists of software updates and support. Software updates provide customers with rights to unspecified software product upgrades and maintenance releases and patches released during the term of the support period. Support includes access to technical support personnel for software and hardware issues.

Maintenance and support revenue is recognized ratably over the term of the maintenance contract, which is typically one to three years. Maintenance and support is renewable by the customer. Rates for maintenance and support, including subsequent renewal rates, are typically established based upon a specified percentage of net license fees as set forth in the arrangement.

2. Accounts Receivable

Accounts receivable are usually unsecured and stated at net realizable value and bad debts are accounted for using the allowance method. The Company performs credit evaluations of its customers' financial condition on an as-needed basis and generally requires no collateral. Payment is generally due 90 days or less from the invoice date and accounts past due more than 90 days are individually analyzed for collectability. In addition, an allowance is provided for other accounts when a significant pattern of uncollectability has occurred based on historical experience and management's evaluation of accounts receivable. If all collection efforts have been exhausted, the account is written off against the related allowance. See Note 9 for further information on security and collateral related to certain outstanding receivables at March 31, 2008.

3. Software Development Costs

FASB Statement of Financial Accounting Standards (SFAS) No. 86 "Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed" requires certain software development costs to be capitalized upon the establishment of technological feasibility. The establishment of technological feasibility and the ongoing assessment of the recoverability of these costs requires considerable judgment by management with respect to certain external factors such as anticipated future revenue, estimated economic life, and changes in software and hardware technologies. Software development costs incurred beyond the establishment of technological feasibility have not been significant. No software development costs were capitalized during the three months ended March 31, 2008 or 2007. Software development costs have been recorded as research and development expense.

4. Accounting for Stock-Based Compensation

In the first quarter of 2006, the Company adopted SFAS No. 123 (Revised 2004), "Share-Based Payment," ("SFAS 123R"), which revises SFAS 123, "Accounting for Stock-Based Compensation" (SFAS 123) and supersedes Accounting Principles Board (APB) Opinion No. 25, "Accounting for Stock Issued to Employees" (APB 25). Stock-based compensation expense recognized during the period is based on the value of the portion of share-based awards that are ultimately expected to vest during the period. The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option pricing model. The fair value of restricted stock is determined based on the number of shares granted and the closing price of the Company's common stock on the date of grant. Compensation expense for all share-based payment awards is recognized using the straight-line amortization method over the vesting period. The Company adopted SFAS 123R effective January 1, 2006, prospectively for new equity awards issued subsequent to January 1, 2006.

See Note 8 for further information regarding the Company's stock-based compensation.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

5. Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant estimates of the Company are the allowance for doubtful accounts, valuation allowance for deferred tax assets, deferred revenue, depreciable lives and methods of property and equipment, valuation of warrants and other stock-based compensation and valuation of recorded intangible assets. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In February 2007, the FASB issued SFAS No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities-Including an Amendment of FASB Statement No 115.” SFAS No. 159 permits an entity to choose to measure many financial instruments and certain other items at fair value. Most of the provisions of SFAS No. 159 are elective; however, the amendment of SFAS No. 115, “Accounting for Certain Investments in Debt and Equity Securities,” applies to all entities with available-for-sale or trading securities. For financial instruments elected to be accounted for at fair value, an entity will report the unrealized gains and losses in earnings. SFAS No. 159 was effective for the Company beginning in the first quarter of fiscal 2008. The adoption of SFAS No. 159 in the first quarter of fiscal 2008 did not impact the Company’s results of operations or financial position.

During September 2006, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 157, “Fair Value Measurements” (“SFAS 157”). This statement defines fair value, establishes a framework for measuring fair value under generally accepted accounting principles, and expands disclosures about fair value measurements. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007, however, during December 2007, the FASB proposed FASB Staff Position SFAS 157-2 which delays the effective date of certain provisions of SFAS 157 until fiscal years beginning after November 15, 2008. Effective January 1, 2008, the Company adopted SFAS No. 157 for financial assets and liabilities recognized at fair value on a recurring basis. The partial adoption of SFAS No. 157 for financial assets and liabilities did not have a material impact on the Company’s financial position or results of operations. See Note 3 to the consolidated financial statements for further discussion.

During December 2007, the FASB issued SFAS No. 141 (Revised 2007), “Business Combinations” (“SFAS 141 (Revised 2007)”). While this statement retains the fundamental requirement of SFAS 141 that the acquisition method of accounting (which SFAS 141 called the *purchase method*) be used for all business combinations, SFAS 141 (Revised 2007) now establishes the principles and requirements for how an acquirer in a business combination: recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interests in the acquiree; recognizes and measures the goodwill acquired in the business combination or the gain from a bargain purchase; and determines what information should be disclosed in the financial statements to enable the users of the financial statements to evaluate the nature and financial effects of the business combination. The Company will adopt SFAS 141 (Revised 2007) for acquisitions that occur on or after January 1, 2009.

During December 2007, the FASB issued SFAS No. 160, “Noncontrolling Interests in Consolidated Financial Statements, an Amendment of ARB No. 51” (“SFAS 160”). This statement establishes accounting and reporting standards for noncontrolling interests in subsidiaries and for the deconsolidation of subsidiaries and clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the consolidated financial statements. This statement also requires expanded disclosures that clearly identify and distinguish between the interests of the parent owners and the interests of the noncontrolling owners of a subsidiary. SFAS 160 is effective for fiscal years beginning on or after December 15, 2008. The Company does not believe that the adoption of SFAS 160 will have a material effect on its results of operations or financial position.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

During March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivatives Instruments and Hedging Activities, an Amendment of FASB Statement No. 133" ("SFAS 161"). This Statement changes the disclosure requirements for derivative instruments and hedging activities. Entities are required to provide enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under Statement 133 and its related interpretations, and (c) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. The Company does not believe that the adoption of SFAS 161 will have a material effect on its results of operations or financial position.

NOTE 2: OTHER FINANCIAL STATEMENT INFORMATION

The following tables provide details of selected financial statement items:

INVENTORIES

	March 31, 2008	December 31, 2007
Finished goods	$ 331,344	$ 318,451
Work-in-process	290,359	220,689
Total inventories	$ 621,703	$ 539,140

The Company has recorded adjustments to reduce inventory values to the lower of cost or market for certain finished goods, product components and supplies.

PREPAID EXPENSES AND OTHER CURRENT ASSETS

	March 31, 2008	December 31, 2007
Deferred project costs	$ 524,505	$ 476,679
Prepaid expenses	311,599	340,832
Total prepaid expenses and other current assets	$ 836,104	$ 817,511

Deferred project costs represent incurred costs to be recognized as cost of sales once all revenue recognition criteria have been met.

PROPERTY AND EQUIPMENT

	March 31, 2008	December 31, 2007
Leased equipment	$ 380,908	$ 380,908
Equipment	1,048,983	923,549
Leasehold improvements	325,387	313,021
Demonstration equipment	141,311	127,556
Purchased software	430,836	226,003
Furniture and fixtures	576,987	581,355
Total property and equipment	$ 2,904,412	$ 2,552,392
Less: accumulated depreciation	(852,269)	(772,002)
Net property and equipment	$ 2,052,143	$ 1,780,390

OTHER ASSETS

Other assets consist of long-term deposits on operating leases.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

DEFERRED REVENUE

	March 31, 2008	December 31, 2007
Deferred customer billings	$ 950,065	$ 950,066
Deferred software maintenance	79,954	90,197
Customer deposits	135,360	166,162
Deferred project revenue	46,060	46,060
Total deferred revenue	$1,211,439	$ 1,252,485

ACCRUED LIABILITIES

	March 31, 2008	December 31, 2007
Compensation	$ 436,769	$ 590,737
Accrued remaining lease obligations	149,968	170,793
Accrued rent	91,335	79,131
Sales tax and other	127,542	29,098
Total accrued liabilities	$ 805,614	$ 869,759

See Note 6 for additional information on accrued remaining lease obligations.

COMPREHENSIVE LOSS

Comprehensive loss for the Company includes net loss, foreign currency translation and unrealized gain on investments. Comprehensive loss for the three months ended March 31, 2008 and 2007 was as follows:

	Three Months Ended March 31,	
	2008	2007
Net loss	$ (4,197,256)	$ (3,050,565)
Foreign currency translation adjustment	(175,141)	—
Unrealized gain on investments	23,640	27,533
Comprehensive loss	$ (4,348,757)	$ (3,023,032)

SUPPLEMENTAL CASH FLOW INFORMATION

	Three Months Ended March 31,	
	2008	2007
Cash paid for:		
Interest	$6,310	$10,881

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 3. MARKETABLE SECURITIES AND FAIR VALUE MEASUREMENT

Short-term investments are classified as available-for-sale securities and are reported at fair value as follows:

	March 31, 2008			
	Gross Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Estimated Fair Value
Money market funds	$10,753,849	—	$ (413)	$10,753,436
Total included in cash and cash equivalents	10,753,849	—	(413)	10,753,436
Government and agency securities	14,087,068	133,073	—	14,220,141
Total included in marketable securities	14,087,068	133,073	—	14,220,141
Total available-for-sale securities	$24,840,917	$133,073	$ (413)	$24,973,577

	December 31, 2007			
	Gross Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Estimated Fair Value
Money market funds	$14,045,738	43	(15)	14,045,766
Total included in cash and cash equivalents	14,045,738	43	(15)	14,045,766
Government and agency securities	14,569,367	89,931	(1,663)	14,657,635
Total included in marketable securities	14,569,367	89,931	(1,663)	14,657,635
Total available-for-sale securities	$28,615,105	$ 89,974	$ (1,678)	$28,703,401

The Company measures certain financial assets at fair value on a recurring basis, including cash equivalents and available-for-sale securities. In accordance with SFAS No. 157, fair value is a market-based measurement that should be determined based on the assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, SFAS No. 157 establishes a three-level hierarchy which prioritizes the inputs used in measuring fair value. The three hierarchy levels are defined as follows:

Level 1 — Valuations based on unadjusted quoted prices in active markets for identical assets. The fair value of available-for-sale securities included in the Level 1 category is based on quoted prices that are readily and regularly available in an active market. The Level 1 category at March 31, 2008 includes money market funds of $10.8 million, which are included in cash and cash equivalents in the consolidated balance sheets and $14.2 million, which are included in marketable securities in the consolidated balance sheets.

Level 2 — Valuations based on observable inputs (other than Level 1 prices), such as quoted prices for similar assets at the measurement date; quoted prices in markets that are not active; or other inputs that are observable, either directly or indirectly. The fair value of available-for-sale securities included in the Level 2 category is based on the market values obtained from an independent pricing service that were evaluated using pricing models that vary by asset class and may incorporate available trade, bid and other market information and price quotes from well established independent pricing vendors and broker-dealers. The Company had no Level 2 financial assets measured at fair value on the consolidated balance sheets as of March 31, 2008.

Level 3 — Valuations based on inputs that are unobservable and involve management judgment and the reporting entity's own assumptions about market participants and pricing. The Company had no Level 3 financial assets measured at fair value on the consolidated balance sheets as of March 31, 2008.

The hierarchy level assigned to each security in the Company's available-for-sale portfolio is based on its assessment of the transparency and reliability of the inputs used in the valuation of such instrument at the measurement date. The Company did not have any financial liabilities that were covered by SFAS No. 157 as of March 31, 2008.

NOTE 4: TERMINATION OF PARTNERSHIP AGREEMENT

On February 13, 2007, the Company terminated its strategic partnership agreement with Marshall Special Assets Group, Inc. (“Marshall”) by signing a mutual termination, release and agreement. By entering into the mutual termination, release and agreement, the Company regained the rights to directly control its sales and marketing process within the gaming industry and will obtain increased margins in all future digital signage sales in such industry. Pursuant to the terms of the mutual termination, release and agreement, the Company paid Marshall $653,995 in consideration of the termination of all of Marshall’s rights under the strategic partnership agreement and in full satisfaction of any future obligations to Marshall under the strategic partnership agreement. Pursuant to the mutual termination, release and agreement, the Company will pay Marshall a fee in connection with sales of the Company’s software and hardware to customers, distributors and resellers for use exclusively in the ultimate operations of or for use in a lottery (“End Users”). Under such agreement, the Company will pay Marshall (i) 30% of the net invoice price for the sale of the Company’s software to End Users, and (ii) 2% of the net invoice price for sale of hardware to End Users, in each case collected by the Company on or before February 12, 2012, with a minimum payment of $50,000 per year for the first three years. Marshall will pay 50% of the costs and expenses incurred by the Company in relation to any test installations involving sales or prospective sales to End Users.

NOTE 5: ACQUISITIONS AND INTANGIBLE ASSETS

On August 16, 2007, the Company closed the transaction contemplated by the Stock Purchase Agreement by and between the Company, and Robert Whent, Alan Buterbaugh and Marlene Buterbaugh (the “Sellers”). Pursuant to such closing, the Company purchased all of the Sellers’ stock in holding companies that owned McGill Digital Solutions, Inc. (“McGill”), based in Windsor, Ontario, Canada. The holding companies acquired from the Sellers and McGill were amalgamated into one wholly-owned subsidiary of the Company. The results of operations of McGill (now renamed Wireless Ronin Technologies (Canada), Inc., (“WRT Canada”)) have been included in the Company’s consolidated financial statements since August 16, 2007. The Company acquired McGill for its custom interactive software solutions used primarily for e-learning and digital signage applications. Most of WRT Canada’s revenue is derived from products and solutions provided to the automotive industry.

The Company acquired the shares from the Sellers for cash consideration of $3,190,563, subject to potential adjustments, and 50,000 shares of the Company’s common stock. The Company also incurred $178,217 in direct costs related to the acquisition. In addition, the Company agreed to pay earn-out consideration to the Sellers of up to $1,000,000 (CAD) and 50,000 shares of the Company’s common stock if specified earn-out criteria are met. The earn-out criteria for 2007 was at least $4,100,000 (CAD) gross sales and a gross margin equal to or greater than 50%. If the 2007 earn-out criteria had been met, 25% of the earn-out consideration would have been paid. The 2007 earn-out criteria were not met and no 2007 earn-out was paid. The earn-out criteria for 2008 consists of gross sales of at least $6,900,000 (CAD) and a gross margin equal to or greater than 50%. The Company has accrued the 2008 earn-out consideration of $999,974 as part of its valuation analysis which was completed in the fourth quarter of 2007.

The purchase price of the acquisition consisted of the following:

Cash payment to sellers	$ 3,190,563
Transaction costs	178,217
Accrued purchase price consideration	999,974
Stock issuance	312,000
Total purchase price	$ 4,680,754

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The Company has allocated the cost of the acquisition, as follows:

	August 16, 2007
Current assets	$ 1,392,391
Intangible assets	3,221,652
Property and equipment	236,878
Total assets acquired	4,850,921
Current liabilities	151,075
Long-term liabilities	19,092
Total liabilities assumed	170,167
Net assets acquired	$ 4,680,754

Pro Forma Operating Results (Unaudited)

The following unaudited pro forma information presents a summary of consolidated results of operations of the Company as if the acquisition of McGill had occurred at January 1, 2007. The historical consolidated financial information has been adjusted to give effect to a decrease in interest income related to the amount paid as the purchase price to the former shareholders of McGill.

	Three Months Ended March 31,	
	2008	2007
Sales	$ 1,933,514	$ 1,036,714
Loss from operations	(4,462,143)	(3,289,035)
Net loss	(4,197,256)	(3,213,960)
Basic and diluted loss per common share	$ (0.29)	$ (0.33)
Basic and diluted weighted average shares outstanding	14,544,181	9,882,288

The unaudited pro forma condensed consolidated financial information is presented for informational purposes only. The pro forma information is not necessarily indicative of what the financial position or results of operations actually would have been had the acquisition been completed on the dates indicated. In addition, the unaudited pro forma condensed consolidated financial information does not purport to project the future financial position or operating results of the Company after completion of the acquisition.

NOTE 6: CAPITAL LEASE OBLIGATIONS

The Company leases certain equipment under three capital lease arrangements with imputed interest of 16% to 22% per year. The leases require monthly payments of $11,443 through May 2008, $7,151 through July 2009 and $5,296 through November 2009.

Other information relating to the capital lease equipment is as follows:

	March 31, 2008	December 31, 2007
Cost	$ 380,908	$ 380,908
Less: accumulated amortization	(277,629)	(260,950)
Total	$ 103,279	$ 119,958

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Amortization expense for capital lease assets was approximately $17,000 and $27,000 for the three months ended March 31, 2008 and 2007, respectively, and is included in depreciation expense.

NOTE 7: COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases approximately 19,089 square feet of office and warehouse space under a lease that extends through January 31, 2013. In addition, the Company leases office space of approximately 14,930 square feet to support its Canadian operations at a facility located at 4510 Rhodes Drive, Suite 800, Windsor, Ontario under a lease that extends through June 30, 2009.

The Company also leases equipment under a non-cancelable operating lease that requires minimum monthly payments of $769 through October 2012.

Rent expense under the operating leases was $123,066 and $23,725 for the three months ended March 31, 2008 and 2007, respectively.

Future minimum lease payments for operating leases are as follows:

At March 31, 2008	Lease Obligations
2008	$ 324,799
2009	333,809
2010	204,730
2011	200,706
2012	192,472
Thereafter	15,398
Total future minimum obligations	$ 1,271,914

Remaining Lease Obligation

On July 9, 2007, the Company moved from its former office space at 14700 Martin Drive in Eden Prairie to its new office space at 5929 Baker Road in Minnetonka. Due to the move occurring during the third quarter of 2007, a liability for the costs that will continue to be incurred under the prior lease for its remaining term without economic benefit to the Company was recognized and measured at the fair value on the cease use date, July 9, 2007. The lease accrual was charged to rent in general and administrative expenses. The remaining liability at March 31, 2008 was $149,968. The prior lease termination date is November 30, 2009. Since the prior lease is an operating lease, the fair value of the liability is based on the remaining lease rentals, reduced by estimated sublease rentals that could be reasonably obtained for the property, even though the Company has not entered into a sublease to date. Other costs included in the fair value measurement are the amortization of the remaining book values of the leasehold improvements on the premises and the listing agent fee paid on the property. The existing rental obligations, additional costs incurred and expected sublease receipts are as follows:

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

	December 31, 2007	Adjustments to Estimates	March 31, 2008
Costs to be incurred:			
Existing rental payments	$148,787	$(19,407)	$129,380
Expected operating	$ 63,365	$ (8,265)	$ 55,100
Unamortized leasehold improvements	$ 79,967	$(10,431)	$ 69,536
Listing agent fee	$ 30,429	$ (3,969)	$ 26,460
Sublease receipts			
Expected sublease rental income	$ 74,394	$ (9,704)	$ 64,690
Expected reimbursement of operating costs	$ 63,365	$ (8,265)	$ 55,100

As of March 31, 2008, the Company had incurred costs of $56,850 in rent for the former office space since vacating the property. Also, the former office space has not been subleased as of March 31, 2008, but the Company is actively searching for a sub-lessee. The Company calculated the present value based on a straight line allocation of the above costs and receipts over the term of the prior lease and a credit-adjusted risk-free rate of 8 percent. The costs listed above have been aggregated in the general and administrative line of the consolidated statement of operations.

Litigation

The Company was not party to any material legal proceedings as of May 1, 2008.

NOTE 8: STOCK-BASED COMPENSATION AND BENEFIT PLANS

Expense Information under SFAS 123R

On January 1, 2006, the Company adopted SFAS 123R which requires measurement and recognition of compensation expense for all stock-based payments including warrants, stock options and restricted stock grants based on estimated fair values. A summary of compensation expense recognized for the issuance of stock options and warrants follows:

	Three Months Ended March 31,	
	2008	2007
Stock-based compensation costs included in:		
Sales and marketing expenses	$ 50,483	$ 30,521
Research and development expenses	26,517	30,359
General and administrative expenses	318,219	535,140
Total stock-based compensation expenses	$ 395,219	$ 596,020

At March 31, 2008, there was approximately $2,761,000 of total unrecognized compensation expense related to unvested share-based awards. The expense will be recognized ratably over the next 4 years and will be adjusted for any future changes in estimated forfeitures.

Valuation Information under SFAS 123R

For purposes of determining estimated fair value under SFAS 123R, the Company computed the estimated fair values of stock options using the Black-Scholes model. The weighted average estimated fair value of stock options granted was $2.64 and $3.74 per share for the three months ended March 31, 2008 and 2007, respectively. These values were calculated using the following weighted average assumptions:

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

	Three Months Ended March 31,	
	2008	2007
Expected life	3.75 Years	3.57 Years
Dividend yield	0%	0%
Expected volatility	98.4%	97.0%
Risk-free interest rate	2.8%	5.0%

The risk-free interest rate assumption is based on observed interest rates appropriate for the term of the Company's stock options. The expected life of stock options represents the weighted-average period the stock options are expected to remain outstanding. The Company used historical closing stock price volatility for a period equal to the period its common stock has been trading publicly. The Company used a weighted average of other publicly traded stock volatility for remaining expected term of the options granted. The dividend yield assumption is based on the Company's history and expectation of future dividend payouts.

2007 Associate Stock Purchase Plan

In November 2007, the Company's shareholders approved the 2007 Associate Stock Purchase Plan under which 300,000 shares have been reserved for purchase by the Company's associates. The purchase price of the shares under the plan is the lesser of 85% of the fair market value on the first or last day of the offering period. Offering periods are every six months ending on June 30 and December 31. Associates may designate up to ten percent of their compensation for the purchase of shares under the plan. The first purchase date under the plan will be June 30, 2008.

Employee Benefit Plan

In 2007, the Company began to offer a defined contribution 401(k) retirement plan for eligible associates. Associates may contribute up to 15% of their pretax compensation to the plan. There is currently no plan for an employer contribution match.

NOTE 9: SEGMENT INFORMATION AND MAJOR CUSTOMERS

The Company views its operations and manages its business as one reportable segment, providing digital signage solutions to a variety of companies, primarily in its targeted vertical markets. Factors used to identify the Company's single operating segment include the financial information available for evaluation by the chief operating decision maker in making decisions about how to allocate resources and assess performance. The Company markets its products and services through its headquarters in the United States and its wholly-owned subsidiary operating in Canada.

Net sales per geographic region, based on location of end customer, are summarized as follows:

	Three Months Ended March 31,	
	2008	2007
United States	$ 1,536,337	$ 147,161
Canada	393,038	49,275
Mexico	4,139	—
Total Sales	$ 1,933,514	$ 196,436

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Geographic segments of property and equipment and intangible assets are as follows:

	March 31, 2008	March 31, 2007
Property and equipment, net:		
United States	$ 1,512,681	$ 608,888
Canada	539,462	—
Total	$ 2,052,143	$ 608,888
Intangible assets, net:		
United States	$ —	$ —
Canada	2,911,620	—
Total	$ 2,911,620	$ —

A significant portion of the Company's revenue is derived from a few major customers. Customers with greater than 10% of total sales are represented on the following table:

Customer	Three Months Ended March 31, 2008	Three Months Ended March 31, 2007
NewSight Corporation	*	21.2%
Chrysler (BBDO Detroit/Windsor)	34.0%	*
KFC	27.2%	*
BigEye Productions	*	24.2%
Frio River Consultants, Inc.	*	13.1%
	61.2%	58.5%

* Sales from these customers were less than 10% of total sales for the period reported.

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of accounts receivable. As of March 31, 2008, a significant portion of the Company's accounts receivable was concentrated with one customer. Customers with greater than 10% of total accounts receivable are represented on the following table:

Customer	March 31, 2008	March 31, 2007
NewSight Corporation	69.4%	21.2%
Chrysler (BBDO Detroit/Windsor)	12.2%	*
BigEye Productions	*	24.3%
Frio River Consultants, Inc.	*	13.1%
	81.6%	58.6%

* Accounts receivable from these customers were less than 10% of total accounts receivable for the period reported.

If NewSight Corporation ("NewSight") (see Note 11) fails to make payment when due under its $2.3 million promissory note, the Company would seek to enforce the security agreement and utilize collateral to satisfy NewSight's debt obligation to the Company. Although the Company believes that the security agreement with NewSight is valid and enforceable, that the subordination agreement with Prentice Capital Management provides the Company with a first priority position with respect to the collateral, and that the financing statement the Company filed with the Delaware Secretary of State is valid and enforceable, NewSight's debt obligation to the Company might not be fully collectible. Although the Company believes that no valuation allowance is

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

presently necessary for the NewSight net receivable balance of $2.3 million due to its estimate of the value of the collateral, including collateral held in warehouses and its estimate of the value of the hardware composing the Meijer Network, in the case of insolvency by NewSight, the Company may not be able to fully recover the amount of the note receivable, which could adversely affect the Company's financial position.

NOTE 10: NET LOSS PER SHARE

In accordance with SFAS No. 128, "Earnings Per Share," (SFAS 128), basic net income (loss) per share for the three months ended March 31, 2008 and 2007 is computed by dividing net income (loss) by the weighted average common shares outstanding during the periods presented. Diluted net income per share is computed by dividing income by the weighted average number of common shares outstanding during the period, increased to include dilutive potential common shares issuable relating to outstanding restricted stock, and upon the exercise of stock options and awards that were outstanding during the period. For all net loss periods presented, diluted loss per share is the same as basic loss per share because the effect of outstanding restricted stock, options and warrants is antidilutive.

The following table presents the computation of basic and diluted net income per share:

	Three Months Ended March 31,	
	2008	2007
Net loss	$ (4,197,256)	$ (3,050,565)
Shares used in computing basic net loss per share	14,544,181	9,832,288
Outstanding dilutible stock options	—	—
Shares used in computing diluted net loss per share	14,544,181	9,832,288
Basic net loss per share	$ (0.29)	$ (0.31)
Diluted net loss per share	$ (0.29)	$ (0.31)

Shares reserved for outstanding stock warrants and options totaling 3,630,545 and 3,602,019 for the three months ended March 31, 2008 and 2007, respectively, were excluded from the computation of loss per share as their effect was antidilutive.

NOTE 11: SUBSEQUENT EVENTS

Agreements with NewSight

In January 2008, the Company extended the maturity date of the Secured Promissory Note (the "Note") issued by NewSight to the Company in October 2007. Pursuant to such extension, the Note was to mature on the first to occur of (1) successful completion of NewSight's financing efforts, or (2) March 31, 2008. NewSight subsequently advised the Company that it was still in the process of raising capital, and requested that the maturity date of the Note be further extended.

On April 4, 2008, the Company entered into a letter agreement with NewSight (the "Letter Agreement") pursuant to which the Note will now mature on the first to occur of (1) May 30, 2008 or (ii) the completion of NewSight's next financing transaction, generally excluding any financing solely from Prentice Capital Management, L.P. or its affiliates.

Under the Letter Agreement, NewSight agreed to pay the Company a total of $59,517, in immediately available funds, representing the amount due for network operating and maintenance services the Company provided to NewSight in February and March 2008, and reimbursement of warehouse fees the Company paid for the storage of equipment owned by NewSight in which the Company has a security interest.

WIRELESS RONIN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The Letter Agreement provides that the amount due under the Note will be due and payable immediately upon the occurrence of one or more of the following events: (1) termination of NewSight's relationship with its banker; (2) NewSight's breach of or default under any agreement by and between NewSight and the Company, including the Letter Agreement (in each case after giving effect to any applicable cure periods described therein); (3) NewSight's completion of a financing transaction which yields gross proceeds of at least $5,000,000, including any financing from Prentice Capital Management, L.P. or its affiliates; or (4) NewSight's failure to pay the amount set forth above by the close of business on April 7, 2008. The Letter Agreement specifies that, except as the Company and NewSight may subsequently agree in writing, no additional credit will be extended to NewSight by the Company pursuant to the Note or on trade credit terms.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

The following discussion contains various forward-looking statements within the meaning of Section 21E of the Exchange Act. Although we believe that, in making any such statement, our expectations are based on reasonable assumptions, any such statement may be influenced by factors that could cause actual outcomes and results to be materially different from those projected. When used in the following discussion, the words "anticipates," "believes," "expects," "intends," "plans," "estimates" and similar expressions, as they relate to us or our management, are intended to identify such forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties that could cause actual results to differ materially from those anticipated. Factors that could cause actual results to differ materially from those anticipated, certain of which are beyond our control, are set forth in this document under "Cautionary Statement."

Our actual results, performance or achievements could differ materially from those expressed in, or implied by, forward-looking statements. Accordingly, we cannot be certain that any of the events anticipated by forward-looking statements will occur or, if any of them do occur, what impact they will have on us. We caution you to keep in mind the cautions and risks described in this document and to refrain from attributing undue certainty to any forward-looking statements, which speak only as of the date of the document in which they appear. We do not undertake to update any forward-looking statement.

Overview

Wireless Ronin Technologies, Inc. is a Minnesota corporation that has designed and developed application-specific visual marketing solutions. We provide dynamic digital signage solutions targeting specific retail and service markets through a suite of software applications collectively called RoninCast®. RoninCast® is an enterprise-level content delivery system that manages, schedules and delivers digital content over wireless or wired networks. Our solution, a digital alternative to static signage, provides our customers with a dynamic visual marketing system designed to enhance the way they advertise, market and deliver their messages to targeted audiences. Our technology can be combined with interactive touch screens to create new platforms for conveying marketing messages.

Our Sources of Revenue

We generate revenues through system sales, license fees and separate service fees, including consulting, content development and implementation services, as well as ongoing customer support and maintenance, including product upgrades. We currently market and sell our software and service solutions through our direct sales force and value added resellers.

Our Expenses

Our expenses are primarily comprised of three categories: sales and marketing, research and development and general and administrative. Sales and marketing expenses include salaries and benefits for our sales associates and commissions paid on sales. This category also includes amounts spent on the hardware and software we use to prospect new customers including those expenses incurred in trade shows and product demonstrations. Our research and development expenses represent the salaries and benefits of those individuals who develop and maintain our software products including RoninCast® and other software applications we design and sell to our customers. Our general and administrative expenses consist of corporate overhead, including administrative salaries, real property lease payments, salaries and benefits for our corporate officers and other expenses such as legal and accounting fees.

Significant Accounting Policies and Estimates

See Note 1, Nature of Operations and Summary of Significant Accounting Policies.

Results of Operations

The following table sets forth, for the periods indicated, certain unaudited Consolidated Statements of Operations information:

	Three Months Ended					
	March 31, 2008	% of total sales	March 31, 2007	% of total sales	$ Increase (Decrease)	% Increase (Decrease)
Sales	$ 1,933,514	100%	$ 196,436	100%	$ 1,737,078	884%
Cost of sales	1,534,796	79%	103,263	53%	1,431,533	1386%
Gross profit (loss)	398,718	21%	93,173	47%	305,545	328%
Sales and marketing expenses	1,219,794	63%	624,649	318%	595,145	95%
Research and development expenses	454,360	23%	249,431	127%	204,929	82%
General and administrative expenses	3,186,707	165%	1,756,589	894%	1,430,118	81%
Termination of partnership agreement	—	0%	653,995	333%	(653,995)	-100%
Total operating expenses	4,860,861	251%	3,284,664	1672%	1,576,197	48%
Operating loss	(4,462,143)	-231%	(3,191,491)	-1625%	(1,270,652)	40%
Other income (expenses):						
Interest expense	(7,197)	0%	(10,881)	-6%	3,684	-34%
Interest income	272,084	14%	153,298	78%	118,786	77%
Other	—	0%	(1,491)	-1%	1,491	-100%
Total other income (expense)	264,887	14%	140,926	72%	123,961	88%
Net loss	$ (4,197,256)	-217%	$ (3,050,565)	-1553%	$ (1,146,691)	38%

	Three Months Ended					
	March 31, 2008	% of total sales	March 31, 2007	% of total sales	$ Increase (Decrease)	% Increase (Decrease)
United States	$ 1,536,337	80%	$ 147,161	75%	$ 1,389,176	944%
Canada	393,038	20%	49,275	25%	343,763	698%
Mexico	4,139	0%	—	0%	4,139	413900%
Total Sales	$ 1,933,514	100%	$ 196,436	100%	$ 1,737,078	884%

Three Months Ended March 31, 2008 Compared to Three Months Ended March 31, 2007

Sales

Our sales increased 884% or $1,737,078 to $1,933,514 for the three months ended March 31, 2008, compared to the same period in the prior year. Sales increased $1,018,300 resulting from our acquisition of McGill Digital Solutions, Inc. in August 2007, while hardware sales and installations increased approximately $597,000 and software, network hosting and other services increased approximately $122,000 due to the growth in our business.

Cost of Sales

Our cost of sales increased 1,386% or $1,431,533 to $1,534,796 for the three months ended March 31, 2008 compared to the same period in the prior year. The increase in cost of sales was due to a higher mix of lower margin hardware sales.

Operating Expenses

Our operating expenses increased 48% or $1,576,197 to $4,860,861 for the three months ended March 31, 2008 compared to the same period in the prior year. The acquisition of McGill accounted for approximately $912,000 of this increase in operating expenses for the three month period ended March 31, 2008. In addition, salaries and benefits increased approximately $742,000 directly related to our increase in headcount from 37 to 61 associates, partially offset by a decrease in stock compensation expense of approximately $201,000. Our rent and utilities increased approximately $61,000 for the three months ended March 31, 2008 due to moving to larger office space. We also increased our advertising costs by approximately $158,000 as a result of tradeshow participation and the continued marketing of RoninCast. Our expenses also increased due to higher professional fees of approximately $414,000 for the three months ended March 31, 2008, largely due to the expense of being a public entity and growth of our business. Depreciation, insurance, telephone, travel and other expenses increased approximately $144,000 mainly due to the growth of our business. The increases above for the three months ended March 31, 2008 were partially offset by a decrease of approximately $654,000 related to the 2007 termination of a partnership agreement described below and in Note 4, Termination of Partnership Agreement.

On February 13, 2007, we terminated a strategic partnership agreement with Marshall Special Assets Group, Inc., a company that provides financing services to the Native American gaming industry, by signing a Mutual Termination, Release and Agreement. We paid $654,000 in consideration of the termination of all rights under the strategic partnership agreement and in full satisfaction of any further obligations under the strategic partnership agreement. Going forward, we will pay a fee in connection with sales of our software and hardware to customers, distributors and resellers for use exclusively in the ultimate operations of or for use in a lottery ("End Users"). Under such agreement, we will pay a percentage of the net invoice price for the sale of our software and hardware to End Users, in each case collected by us on or before February 12, 2012, with a minimum annual payment of $50,000 for three years. We will be reimbursed for 50% of the costs and expenses incurred by us in relation to any test installations involving sales or prospective sales to End Users.

Interest Expense

Interest expense decreased by $3,684 to $7,197 from $10,881 for the three months ended March 31, 2008 compared to the same period in the prior year. The decrease was the result of reduced debt balances under our capital leases.

Interest Income

Interest income increased by $118,786 for the three months ended March 31, 2008 compared to the same period in the prior year. The increase in interest income was due to significantly higher cash balances as a result of the follow-on offering we closed in June 2007.

Liquidity and Capital Resources

Operating Activities

We do not currently generate positive cash flow. Our investments in infrastructure have been greater than sales generated to date. As of March 31, 2008, we had an accumulated deficit of $47,717,354. The cash flow used in operating activities was $3,121,239 and $2,164,459 for the three months ended March 31, 2008 and 2007, respectively. The increase in cash used in operations was due to the increase in our net loss during the three months ended March 31, 2008 as compared to the three months ended March 31, 2007. Based on our current expense levels, we anticipate that our cash will be adequate to fund our operations for the next twelve months.

Investing Activities

Net cash provided by investing activities was $57,592 in the three months ended March 31, 2008, versus cash used of $1,650,855 for the three months ended March 31, 2007. The increase in cash was due to net sales of marketable securities of $461,134 offset by purchases of capital equipment of $403,542 in the three months ended March 31, 2008. For the three months ended March 31, 2007, cash used in investing activities was due to net purchases of marketable securities of $1,499,439 and purchases of capital equipment of $151,416. Marketable securities consisted of debt securities issued by federal government agencies with maturity dates in 2008.

Financing Activities

We have financed our operations primarily from sales of common stock, exercise of warrants, and the issuance of notes payable to vendors, shareholders and investors. For the three months ended March 31, 2008 and 2007, these activities were insignificant.

We believe we can continue to develop our sales to a level at which we will become cash flow positive. Based on our current expense levels and existing capital resources, we anticipate that our cash will be adequate to fund our operations for the next twelve months.

Contractual Obligations

Although we have no material commitments for capital expenditures, we anticipate continued capital expenditures consistent with our anticipated growth in operations, infrastructure and personnel. We expect that our operating expenses will continue to grow as our overall business grows and that they will be a material use of our cash resources.

Operating and Capital Leases

At March 31, 2008, our principal commitments consisted of long-term obligations under operating leases. We lease approximately 19,089 square feet of office and warehouse space under a lease that extends through January 31, 2013. In addition, we lease office space of approximately 14,930 square feet to support our Canadian operations at a facility located at 4510 Rhodes Drive, Suite 800, Windsor, Ontario under a lease that extends through June 30, 2009. We also lease our former headquarters facility of approximately 8,610 square feet at 14700 Martin Drive, Eden Prairie, Minnesota. We do not occupy this building and are currently attempting to sub-lease this facility through the expiration of our lease on November 30, 2009. In the third quarter of 2007, we recognized a liability for anticipated remaining net costs on this lease obligation. The remaining liability at March 31, 2008 was $149,968.

The following table summarizes our obligations under contractual agreements as of March 31, 2008 and the time frame within which payments on such obligations are due.

	Payment Due by Period				
Contractual Obligations	**Total Amount Committed**	**Less Than 1 Year**	**1-3 Years**	**3-5 Years**	**More Than 5 Years**
Capital Lease Obligations (including interest)	$ 150,321	$ 74,051	$ 76,270	$ —	$ —
Operating Lease Obligations	1,271,913	324,798	538,539	393,178	15,398
Total	$ 1,422,234	$ 398,849	$ 614,809	$ 393,178	$ 15,398

Based on our working capital position at March 31, 2008, we believe we have sufficient working capital to meet our current obligations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents, marketable securities, and accounts receivables. We maintain our accounts for cash and cash equivalents and marketable securities principally at one major bank. We invest our available cash in United States government securities and money market funds. We have not experienced any losses on our deposits of our cash, cash equivalents, or marketable securities.

We currently have outstanding approximately $132,000 of capital lease obligations at a fixed interest rate. We do not believe our operations are currently subject to significant market risks for interest rates or other relevant market price risks of a material nature.

Foreign exchange rate fluctuations may adversely impact our consolidated financial position as well as our consolidated results of operations. Foreign exchange rate fluctuations may adversely impact our financial position as the assets and liabilities of our Canadian operations are translated into U.S. dollars in preparing our consolidated balance sheet. These gains or losses are recognized as an adjustment to shareholders' equity through accumulated other comprehensive income/(loss).

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain a system of disclosure controls and procedures that is designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that, as of March 31, 2008, our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2008, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We were not party to any material legal proceedings as of May 1, 2008.

Item 1A. Risk Factors

The discussion of our business and operations should be read together with the risk factors set forth in this document under "Cautionary Statement." These risks and uncertainties have the potential to affect our business, financial condition, results of operations, cash flow, strategies or prospects in a material and adverse manner.

The following risk factors, which were originally presented on our Annual Report on Form 10-KSB for the fiscal year ended December 31, 2007, are hereby amended and restated:

Our operations and business are subject to the risks of an early stage company with limited revenue and a history of operating losses. We have incurred losses since inception, and we have had only nominal revenue. We may not ever become or remain profitable.

Since inception, we have had limited revenue from the sale of our products and services, and we have incurred net losses. We incurred net losses of $10,086,385 and $14,787,737 for the years ended December 31, 2007 and 2006, respectively, and a net loss of $4,197,256 for the three months ended March 31, 2008. As of March 31, 2008, we had an accumulated deficit of $47,717,354. We expect to increase our spending significantly as we continue to expand our infrastructure and our sales and marketing efforts and continue research and development.

We have not been profitable in any year of our operating history and anticipate incurring additional losses into the foreseeable future. We do not know whether or when we will become profitable. Even if we are able to achieve profitability in future periods, we may not be able to sustain or increase our profitability in successive periods. We may require additional financing in the future to support our operations. For further information, please review the risk factor "Adequate funds for our operations may not be available, requiring us to curtail our activities significantly" below.

We have formulated our business plans and strategies based on certain assumptions regarding the acceptance of our business model and the marketing of our products and services. However, our assessments regarding market size, market share, market acceptance of our products and services and a variety of other factors may prove incorrect. Our future success will depend upon many factors, including factors which may be beyond our control or which cannot be predicted at this time.

During 2007, sales to one customer generated over 40 percent of our revenue and any decrease in revenue from, or credit loss associated with, this customer, who has reprioritized its digital signage projects and recently negotiated an extension of the maturity date of the $2.3 million promissory note it has issued us, or any credit loss associated with any other customer, could have an adverse effect on our net revenue and operating results.

Due to our dependence on a limited number of customers, we are subject to a concentration of credit risk with respect to a single note receivable and accounts receivable in general. The note receivable due from our largest customer amounted to $2.3 million as of March 31, 2008. As noted above, this customer has advised us of its re-prioritization of its planned digital signage implementations. In January 2008, we extended the maturity date of this promissory note pursuant to which it was scheduled to mature on the first to occur of (1) successful completion of this customer's financing efforts, or (2) March 31, 2008. In April 2008, we further extended the maturity date of this promissory note. It is now scheduled to mature on the first to occur of (1) May 30, 2008 or (2) the completion of this customer's next financing transaction (excluding financing solely from a particular party or its affiliates).

In the case of insolvency by one of our significant customers, a note receivable or an account receivable with respect to that customer might not be collectible, might not be fully collectible, or might be collectible over longer than normal terms, each of which could adversely affect our financial position. In addition, in the case of insolvency by our largest customer and notwithstanding the related security agreement pursuant to which we acquired a security interest in certain collateral, we may not be able to fully recover the amount of the note receivable, which could adversely affect our financial position. Furthermore, the value of the collateral which serves to secure such obligation is likely to deteriorate over time due to obsolescence caused by new product introductions and due to wear and tear suffered by those portions of the collateral installed and in use. There can be no assurance that we will not suffer credit losses in the future.

Our ability to execute our business strategy depends on our ability to protect our intellectual property, and if any third parties make unauthorized use of our intellectual property, or if our intellectual property rights are successfully challenged, our competitive position and business could suffer.

Our success and ability to compete depends substantially on our proprietary technologies. We regard our copyrights, service marks, trademarks, trade secrets and similar intellectual property as critical to our success, and we rely on trademark and copyright law, trade secret protection and confidentiality agreements with our employees, customers and others to protect our proprietary rights. Despite our precautions, unauthorized third parties might copy certain portions of our software or reverse engineer and use information that we regard as proprietary. In addition, confidentiality agreements with employees and others may not adequately protect against disclosure of our proprietary information.

As of April 14, 2008, we had one U.S. patent and three U.S. and one Canadian patents pending relating to various aspects of our RoninCast® system. We cannot provide assurance that any additional patents will be granted. Even if they are granted, our patents may be successfully challenged by others or invalidated. In addition, any patents that may be granted to us may not provide us a significant competitive advantage. Although we have been granted patents and trademarks, they could be challenged in the future. If future trademark registrations are not approved because third parties own these trademarks, our use of these trademarks would be restricted unless we enter into arrangements with the third party owners, which might not be possible on commercially reasonable terms or at all. If we fail to protect or enforce our intellectual property rights successfully, our competitive position could suffer. We may be required to spend significant resources to monitor and police our intellectual property rights. We may not be able to detect infringement and may lose competitive position in the market. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture market share.

Our results of operations may depend upon selling our products to customers requiring large-scale rollouts and large-scale monitoring and maintenance, which we have not previously conducted.

Our results of operations may depend upon selling our products to those companies, and within those industries, that have many sites that could benefit from digital signage systems. Digital signage systems installation projects deploying hundreds or even thousands of systems present significant technical and logistical challenges that we have not yet demonstrated our ability to overcome. Digital signage technology employs sophisticated hardware and software that constantly evolves. Sites into which digital signage systems may be installed vary widely, including such factors as interference with wireless networks, ambient light, extremes of temperature and other factors that may make each individual location unique. Managing the process of installing hundreds or thousands of dynamic, complicated digital signage systems into unique environments may present difficulties that we have not yet faced on projects performed to date with smaller numbers of digital signage systems. If our customers opt to engage us to provide system monitoring and maintenance services through our network operations center (“NOC”) on one or more large-scale implementations, we may not successfully or profitably monitor and maintain the hardware, software and content in a manner satisfactory to our customers or in compliance with our contractual obligations. The efficiency and effectiveness of NOC monitoring and maintenance are directly affected by our software and that software’s ability to monitor our customers’ systems. For large-scale implementations, we may need to further develop our software to facilitate efficient and effective system monitoring and maintenance. We cannot assure you that we will succeed in developing our software, digital signage systems, project management and infrastructure to successfully implement, monitor, manage and maintain large-scale implementation projects or ongoing operations. Our failure to do so could harm our business and financial condition.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On January 18, 2008, an accredited investor who held a five-year warrant for the purchase of 555 shares of common stock at $0.45 per share exercised such warrant. We obtained gross proceeds of $250 in connection with this warrant exercise. The proceeds of the exercise were applied to working capital for general corporate purposes.

The foregoing issuance was made in reliance upon the exemption provided in Section 4 (2) of the Securities Act. The certificate representing such securities contains a restrictive legend preventing the sale, transfer, or other disposition, absent registration or an applicable exemption from registration requirements. The receipt of such securities received, or had access to, material information concerning our company, including, but limited to, our reports on Form 10-KSB, Form 10-QSB and Form 8-K, as filed with the Securities and Exchange Commission. No discount or commission was paid in connection with the issuance of common stock upon exercise of such warrant.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Item 5. Other Information

We are filing herewith a Cautionary Statement pursuant to the Private Securities Litigation Reform Act of 1995 for use as a readily available written document to which reference may be made in connection with forward-looking statements, as defined in such act. Such Cautionary Statement appears as Exhibit 99 to this report and is incorporated by reference herein.

Item 6. Exhibits

See “Exhibit Index.”

SIGNATURES

In accordance with 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 thereunto duly authorized.

	WIRELESS RONIN TECHNOLOGIES, INC.
Date: May 9, 2008	By: /s/ John A. Witham John A. Witham Executive Vice President and Chief Financial Officer (Principal Financial Officer)

EXHIBIT INDEX

Exhibit Number	Description
3.1	Articles of Incorporation of the Registrant, as amended (incorporated by reference to our Pre-Effective Amendment No. 1 to our Form SB-2 filed on October 12, 2006 (File No. 333-136972)).
3.2	Bylaws of the Registrant, as amended (incorporated by reference to our Quarterly Report on Form 10-QSB filed on November 14, 2007 (File No. 001-33169)).
4.1	See exhibits 3.1 and 3.2.
4.2	Specimen common stock certificate of the Registrant (incorporated by reference to Pre-Effective Amendment No. 1 to our Form SB-2 filed on October 12, 2006 (File No. 333-136972)).
10.1	Letter Agreement by and between the Registrant and NewSight Corporation, dated January 7, 2008 (incorporated by reference to our Current Report on Form 8-K filed on January 9, 2008 (File No. 001-33169)).
10.2	Employment Agreement, dated as of August 16, 2007, between Wireless Ronin Technologies (Canada), Inc. and Robert W. Whent.
10.3	Employment Agreement, dated as of February 27, 2008, between the Registrant and Katherine A. Bolseth.
10.4	Letter Agreement by and between the Registrant and NewSight Corporation, dated April 4, 2008 (incorporated by reference to our Current Report on Form 8-K filed on April 8, 2008 (File No. 001-33169)).
31.1	Chief Executive Officer Certification pursuant to Exchange Act Rule 13a-14(a).
31.2	Chief Financial Officer Certification pursuant to Exchange Act Rule 13a-14(a).
32.1	Chief Executive Officer Certification pursuant to 18 U.S.C. Section 1350.
32.2	Chief Financial Officer Certification pursuant to 18 U.S.C. Section 1350.
99	Cautionary Statement, dated May 9, 2008.

EXHIBIT 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into effective August 16, 2007, by and between McGill Digital Solutions Inc., a corporation duly organized and existing under the laws of Ontario, Canada, with a place of business at 4510 Rhodes Drive, Suite 800, Windsor, ON, Canada N8W 5C2 (hereinafter referred to as the “Company”), and Robert Whent, a resident of the province of Ontario, Canada (hereinafter referred to as “Executive”).

BACKGROUND OF AGREEMENT

- The Company desires to employ Executive as its President and Executive desires to accept such employment.
- The Company is a subsidiary of Wireless Ronin Technologies, Inc. (“WRT”).
- 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:

EMPLOYMENT

Subject to the terms of Articles 3 and 6, the Company agrees to employ Executive as its President pursuant to the terms of this Agreement, and Executive agrees to such employment. Executive’s primary place of employment shall be the offices located at 4510 Rhodes Drive, Suite 800, Windsor, ON, Canada N8W 5C2.

Executive shall generally have the authority, responsibilities, and such duties as are customarily performed by a President of a similar size company. Consistent with the foregoing, the Company may from time to time assign to Executive such other duties relating to operations and management of the Company as it determines are consistent with Executive’s experience and senior management level.

Executive shall carry out his duties in a professional and diligent manner and conduct himself respectfully in his interaction with others. Executive shall report to Jeffrey Mack, Chief Executive Officer of WRT and be subject to direction by such officer of WRT or such other officer as the Board of the Company or WRT shall specify, and shall generally be subject to direction and advice of such Board.

BEST EFFORTS OF EXECUTIVE

Executive shall use his best efforts and abilities in the performance of his duties, services and responsibilities for the Company.

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, which approval shall be given if such activities do not violate, or substantially interfere with his performance of his duties, services and responsibilities under this Agreement.

TERM AND NATURE OF EMPLOYMENT

Executive's employment hereunder shall be for an initial term commencing August 16, 2007 and ending on August 15, 2008.

The term of Executive's employment shall automatically be extended for successive one (1) year periods commencing on August 16, 2008 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 period. Neither the Company nor Executive shall be obligated to extend the term of Executive's employment. ALL PARTIES: NOTE AUTOMATIC RENEWAL

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 Board or the WRT Compensation Committee (the "Committee").

COMPENSATION AND BENEFITS

During the initial term of employment hereunder, Executive shall be paid a base annual salary of Two Hundred and Twenty Five Thousand Dollars ($225,000.00) 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 annually. Executive's Base Salary may be increased (but not decreased) in the sole discretion of the Board. Base Salary shall not be reduced after any such increase except 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.

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, based upon achievement of individual and/or Company goals established by the Board or WRT Compensation Committee. Executive's eligibility for such bonus plans and the extent of Executive's participation in those bonus plans shall be within the discretion of the Company's Board or WRT's Compensation Committee.

During the term of employment, Executive may be entitled to participate in employee benefit plans, policies, programs and arrangements, as the same may be provided and amended from time to time in the discretion of the Company's Board or the WRT Compensation Committee.

The Company shall reimburse Executive for all reasonable business and travel 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.

VACATION AND LEAVE OF ABSENCE

Vacation and leaves of absence shall be taken in accordance with the Company's policies for executive-level employees. Such policies shall be subject to change from time to time. As of the date of this Agreement and for the 12-month period commencing on the date of this Agreement, Executive shall annually be entitled to twenty-two (22) business days of paid time off ("PTO"), in addition to the Company's normal paid holidays; provided, however, that the Company will allow the Executive to take statutory holidays prescribed for Ontario instead of holidays observed by other U.S. based executive managers. The Company furnished Executive with a copy of its PTO policy prior to the execution of this Agreement.

TERMINATION

The Company may terminate Executive's employment upon written notice thereof. In the event of a termination of Executive without Cause, including a termination by Executive for Good Reason or a decision by the Company not to renew the employment of the Executive as per Section 3.02 hereof, Executive shall be entitled to receive: (i) the Severance Payment provided in Section 6.01 and (ii) the bonus described in Section 6.03.

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 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, subject to applicable human rights laws. Such determination shall be made in good faith by the Board, the decision of which shall be conclusive and binding.

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:

Any conviction, guilty plea or no contest plea by Executive to an indictable offence or a summary conviction offence which involves gross moral turpitude, or any public or private conduct or behavior by Executive that has or can reasonably be expected to have a detrimental effect on the Company and the image of its management;

Any act of material misconduct, insubordination, willful or gross negligence, or 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 willful breach of fiduciary duty to the Company which results in a material loss, damage, or injury to the Company;

Any willful material breach of any material provision of this Agreement or of the Company's announced or written rules, codes or polices; 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 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, in which case such breach is not deemed curable.

Any unauthorized disclosure of any Company trade secret or confidential information, conduct constituting unfair competition with respect to the Company, including or inducing a party to breach a contract with the Company; or

A willful violation of U.S. federal or state or Canadian national or provincial securities laws.

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 actions taken by the Company without Cause:

the Company or any of its subsidiaries materially reduces Executive's Base Salary or base rate of annual compensation, or otherwise materially 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;

the Executive is demoted from his then current office with the Company without his express written consent;

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;

a successor company fails or refuses to assume the Company's obligations under this Agreement; or

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.

After the initial term described in Section 3.01 hereof, the Executive may terminate his employment for any reason upon sixty (60) days prior written notice to the Company.

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) neither the Company or any of its directors, or officers shall directly or indirectly, make or publish any disparaging statements (whether written or oral) regarding Executive. Information which the Company 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, shall not constitute a disparaging statement.

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, if any, unless otherwise agreed by the Company and Executive.

SEVERANCE PAYMENTS

The Company, its successors or assigns, will pay Executive as severance pay (the "Severance Payment") amount equal to twelve (12) months of the Executive's monthly Base Salary for full-time employment at the time of Executive's termination if (i) there has been a Change of Control of WRT (as defined in Section 6.02), and (ii) Executive is an active and full-time employee of the Company 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 5.04)), other than for Cause or death or disability. If Executive's employment is terminated by the Company without Cause, or by

Executive for Good Reason, other than in connection with a Change of Control, the Severance Payment shall be limited and equal to twelve (12) months of Executive's Base Salary. Nothing in this Section 6.01 shall limit the authority of the Committee or Board to terminate Executive's employment in accordance with Section 5.03. Payment of the Severance Payment pursuant to Section 6.01, less customary withholdings, shall be made in one lump sum within thirty (30) days of the Executive's termination or resignation or, at the Company's election. No Severance shall be payable if Executive's employment is terminated due to death or Disability.

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

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 WRT'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 WRT; (ii) any acquisition by WRT; (iii) any acquisition by the trustee or other fiduciary of any employee benefit plan or trust sponsored by WRT; 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 WRT is beneficially owned by substantially all of the individuals and entities who were beneficial owners of Stock and other voting securities of WRT immediately prior to the acquisition in substantially similar proportions immediately before and after such acquisition; or

individuals who, as of the date of this Agreement, constitute the Board (the "Incumbent Board"), cease to constitute a majority of the Board. 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

approval by the shareholders of WRT 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 WRT's Stock and other voting securities either legally or beneficially; or

the sale, transfer or other disposition of all substantially all of WRT's assets; or

a merger of WRT with another entity after which the pre-merger shareholders of WRT 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 in WRT 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.

In addition to the Severance Payment, the Company, upon a Change of Control, will pay Executive a bonus ("Severance Bonus") in a lump sum within thirty (30) days following a termination of employment pursuant to 6.01, an amount equal to two (2) times Executive's bonus earned for the prior fiscal year or, upon a termination of Executive's employment without cause other than in connection with a Change of Control, a Severance Bonus equal to one and one-half (1.5) times Executive's bonus earned for the prior fiscal year. The Severance Bonus payable pursuant to this Section 6.03 shall not, however, exceed Executive's target bonus as set forth in any bonus plan or arrangement in which Executive participates at the time of termination of his employment. The Severance Payment or Severance Bonus shall be reduced by the amount of cash severance benefits to which Executive may be entitled pursuant to any other cash severance plan, agreement, policy or program of the Company or any of its subsidiaries; provided, however, that if the amount of cash severance benefits payable under such other severance plan, agreement, policy or program is greater than the amount payable pursuant to this Agreement, Executive will be entitled to receive the amounts payable under such other plan, agreement, policy or program which exceeds the Severance Payment or Severance Bonus payable pursuant to this Section. 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 6.03.

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

The provisions of this Article 6 will be deemed to survive the termination of this Agreement for the purposes of satisfying the obligations of the Company and Executive hereunder.

NONDISCLOSURE AND INVENTIONS

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.

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") and all moral rights relating thereto 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.

In the event of a breach or threatened breach by Executive of the provisions of this Article 7, 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.

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.

The Executive understands and agrees that any violation of this Article 7 while employed by the Company may result in immediate disciplinary action by the Company, including termination of employment for Cause.

The provisions of this Article 7 shall survive termination of this Agreement indefinitely.

NON-COMPETITION, NON-INTERFERENCE AND NON-SOLICITATION

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 with the Company’s trade secrets and other Confidential Information concerning the Company and that his services 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 one year 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 within Canada or the United States in which the Company or its subsidiaries or affiliates engage or have defined plans communicated to Executive to engage in such businesses. Nothing herein shall prevent Executive from being a passive owner of not more than one percent of the outstanding stock of any class of a corporation which is publicly traded in the United States, 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 interactive, e-learning and digital signage products and solutions.

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.

Executive agrees that breach by him of the provisions of this Article 8 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 8, 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. 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.

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.

The obligations contained in this Article 8 shall survive the termination of this Agreement as described in this Article 8.

MISCELLANEOUS

Governing Law. This Agreement shall be governed and construed according to the laws of the Province of Ontario 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 9.06, such dispute shall be resolved only in the Superior Court of Justice Ontario, Southwest Region in a court located in the City of Windsor, Ontario 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 Superior Court of Justice Ontario, Southwest Region and agrees that all claims in respect to any such proceeding shall be heard and determined in the Superior Court of Justice Ontario, Southwest Region; (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 9.08; 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 Province of Ontario.

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.

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.

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; provided, however, that the Noncompetition Agreement entered into between Executive and WRT of even date shall, to the extent it relates to any of the subject matter of this Agreement, be deemed to be an independent obligation of Executive and be enforceable in accordance with its terms. 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.

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.

Arbitration. Any dispute, claim or controversy arising under this Agreement shall, at the request of any party hereto be resolved by binding arbitration in Ontario, Canada and if possible conducted in Windsor, Ontario by a single arbitrator selected by the Company and Executive, with arbitration governed by the Arbitration Act, 1991 (Ontario); 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 the Company 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 Superior Court of Justice of Ontario, Southwest Region. The arbitrator shall have the authority to make awards of damages as would any court in Ontario 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.

In any arbitration proceeding, each party shall pay the fees and expenses of its or his own legal counsel.

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.

Notwithstanding this Section 9.06, in the event of alleged noncompliance or violation, as the case may be, of Sections 7 or 8 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.

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.

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.

Survival. The provisions of this Article 9 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 TECHNOLOGY, INC.

By: /s/ Jeffrey C. Mack
Jeffrey C. Mack
President and Chief Executive Officer

EXECUTIVE

By: /s/ Robert Whent
Robert Whent

EXHIBIT 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective February 11, 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 Katherine Bolseth, a resident of the state of Minnesota (hereinafter referred to as "Executive").

BACKGROUND OF AGREEMENT

- The Company desires to employ Executive as its Executive Vice President of Engineering and Product Development, 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:

EMPLOYMENT

Subject to the terms of Articles 3 and 6, the Company agrees to employ Executive as its executive vice president responsible for the Company's software engineering department, systems engineering department, product management department and network operations center, pursuant to the terms of this Agreement, and Executive agrees to such employment. Executive's title shall be Executive Vice President of Engineering and Product Development. Executive's primary place of employment shall be the Company's executive offices currently located in Minnetonka, Minnesota.

Executive shall generally have the authority, responsibilities, and such duties as are customarily performed by an executive vice president of a similar size public company, specifically including, without limitation, the following responsibilities: (a) managing the Company's software development efforts and the software engineering department; (b) managing the Company's systems engineering function and department, including systems engineering efforts both internally and in support of the Company's digital signage systems developed and deployed for customers; (c) managing the product management function of the Company, including both developing new products and refining and extending existing products; and (d) managing the Company's network operations center. Consistent with the foregoing, the Company may from time to time assign to Executive such other duties relating to operations and management of the Company as it determines are consistent with Executive's experience and management level.

Executive shall carry out Executive's duties in a professional and diligent manner and conduct all interaction with others respectfully. Executive shall report to and be subject to direction by, the Company's chief executive officer and other officers as the Board shall specify, and shall generally be subject to direction and advice of the Board.

BEST EFFORTS OF EXECUTIVE

Executive shall use Executive's best energies and abilities in the performance of Executive's duties, services and responsibilities for the Company.

During the term of Executive's employment, Executive shall devote substantially all of Executive's 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 Executive's performance of the duties, services and responsibilities under this Agreement, Executive may engage in such activities.

TERM AND NATURE OF EMPLOYMENT

Executive's employment hereunder shall be for an initial term commencing February 27, 2008 and ending on February 27, 2009. Neither the Company nor Executive shall be obligated to extend the term of Executive's employment.

The term of Executive's employment shall automatically be extended for successive one (1) year periods commencing on February 27, 2009 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 period. ALL PARTIES: NOTE AUTOMATIC RENEWAL

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").

COMPENSATION AND BENEFITS

During the initial term of employment hereunder, Executive shall be paid a base annual salary of One Hundred Ninety Five Thousand Dollars ($195,000) 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 annually. Executive's Base Salary may be increased (but not decreased) in the sole discretion of the Board. Base Salary shall not be reduced after any such increase except 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.

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. For 2008 Executive will have a bonus target of $35,000, subject to performance criteria established by the Company's Compensation Committee and/or Board.

Executive will be entitled to receive a stock option for the purchase of 25,000 shares of common stock pursuant to the Company's 2006 Equity Incentive Plan and on terms and conditions of options awarded to other executive-level employees. Executive will receive the stock option effective on the date of Executive's first day of employment with the Company and the strike price of that stock option will be the closing price of the Company's common stock on the day of Executive's first day of employment with the Company. During the term of employment, Executive shall be entitled to participate in employee benefit plans, policies, programs 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 participation therein.

The Company shall reimburse Executive for all reasonable business and travel 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.

Executive will receive a signing bonus of $25,000 (the "Signing Bonus") within two weeks of beginning employment with the Company, subject to the terms and conditions stated in this section. The Company will pay Executive the Signing Bonus through its payroll system and this payment will be subject to taxes and withholding as generally applied to other payments of compensation to Executive. Executive will return the portion of the Signing Bonus to the Company specified below if, for any reason except Executive's (i) death, (ii) permanent Disability, (iii) Good Reason as defined in Article 6 below or termination without Cause by the Company (including failure by the Company to extend Executive's employment pursuant to Section 3.02 above), Executive's employment with the Company terminates before Executive has served to the end of the periods specified below as an employee of the Company.

Executive's Employment Ends On or Before	Amount of Signing Bonus to Return to the Company
Six months of employment	$25,000
After six months but before 12 months	$16,750
After 12 months but before 18 months	$ 8,250
After 18 months	$ 0

Executive grants the Company the right to offset the appropriate amount above from any amount due to Executive by the Company at or after the time of termination, including Executive's final paycheck or any Severance amount due to Executive under Article 7 below.

VACATION AND LEAVE OF ABSENCE

Vacation and leaves of absence shall be in accordance with the Company's policies for executive-level employees. Such policies shall be subject to change from time to time. As of the date of this Agreement and for the 12-month period commencing on the date of Executive's commencement of employment, Executive shall annually be entitled to twenty-two (22) business days of paid time off ("PTO"), in addition to the Company's normal paid holidays. Unused PTO shall be carried over from year to year in accordance with the Company's then current policy. Upon termination or expiration of Executive's employment, Executive shall be entitled to compensation for any accrued, unused PTO time, as of the date of termination.

TERMINATION

The Company may terminate Executive's employment upon written notice thereof. 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.

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 Executive's 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.

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:

Any conviction or *nolo contendere* plea by Executive to a felony, gross misdemeanor or misdemeanor involving moral turpitude, or any public or private conduct or behavior by Executive that has or can reasonably be expected to have a detrimental effect on the Company and the image of its management;

Any act of material misconduct, willful or gross negligence, or 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 willful breach of fiduciary duty to the Company which results in a material loss, damage, or injury to the Company;

Any material breach of any material provision of this Agreement or of the Company's announced or written rules, codes or polices; 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 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, in which case such breach is not deemed curable.

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 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, in which case such insubordination is deemed not curable.

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

A willful violation of federal or state securities laws.

Executive may terminate Executive's 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 actions taken by the Company without Cause:

the Company or any of its subsidiaries materially reduces Executive's Base Salary or base rate of annual compensation, or otherwise materially 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;

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;

a successor company fails or refuses to assume the Company’s obligations under this Agreement; or

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 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.

During the term of Executive’s 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) neither the Company or any of its directors, or officers shall directly or indirectly, make or publish any disparaging statements (whether written or oral) regarding Executive. Information which the Company 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, shall not constitute a disparaging statement.

Upon any termination of Executive’s employment with the Company, Executive shall be deemed to have resigned from all other positions Executive 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.

6.07 Executive may voluntarily terminate Executive’s employment with the Company upon either written or oral notice provided to the Company not less than two weeks prior to such termination. Upon such termination, Executive shall be entitled to compensation for any accrued but unpaid Base Salary, accrued but unused PTO time, as of the date of termination and any earned but unpaid Bonus specified in Section 4.02 to the extent payable to other executive managers of the Company in accordance with the Company’s policy regarding such bonuses.

SEVERANCE PAYMENTS

The Company, its successors or assigns, will pay Executive as severance pay (the “Severance Payment”) amount equal to twelve (12) months of the Executive’s monthly Base Salary for full-time employment at the time of Executive’s termination 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. If Executive’s employment is terminated by the Company without Cause, or by Executive for Good Reason, other than in connection with a Change of Control, the Severance Payment shall be limited and equal to twelve (12) months of Executive’s Base Salary.

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. Payment of the Severance Payment pursuant to Section 7.01, less customary withholdings, shall be made in one lump sum within thirty (30) days of the Executive’s termination or resignation or, at the Company’s election, in equal installments 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.

For the purposes of this Agreement, “Change of Control” shall mean any one of the following:

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

individuals who, as of the date of this Agreement, constitute the Board (the "Incumbent Board"), cease to constitute a majority of the Board. 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

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

the sale, transfer or other disposition of all substantially all of the Company's assets; or

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.

In addition to the Severance Payment, the Company, upon a Change of Control, will pay Executive a bonus ("Severance Bonus") in a lump sum within thirty (30) days following a termination of employment pursuant to 7.01, an amount equal to two (2) times Executive's bonus earned for the prior fiscal year or, upon a termination of Executive's employment without cause other than in connection with a Change of Control, a Severance Bonus equal to one and one-half (1.5) times Executive's bonus earned for the prior fiscal year. The Severance Bonus payable pursuant to this Section 7.03 shall not, however, exceed Executive's target bonus as set forth in any bonus plan or arrangement in which Executive participates at the time of termination of Executive's employment. The Severance Payment or Severance Bonus shall be reduced by the amount of cash severance benefits to which Executive may be entitled pursuant to any other cash severance plan, agreement, policy or program of the Company or any of its subsidiaries; provided, however, that if the amount of cash severance benefits payable under such other severance plan, agreement, policy or program is greater than the amount payable pursuant to this Agreement, Executive will be entitled to receive the amounts payable under such other plan, agreement, policy or program which exceeds the Severance Payment or Severance Bonus payable pursuant to this Section. 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.

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 Executive's 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 Executive's 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 be eligible 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.

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 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.

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.

Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code to or for the benefit of Executive, whether paid or payable pursuant to this Agreement (including, without limitation, the accelerated vesting of equity awards held by Executive), would be subject to the excise tax imposed by Section 4999 of the Code, then Executive shall be entitled to receive an additional payment (the "Gross-Up Payment") in an amount such that, after payment by Executive of all taxes, including, without limitation, any income taxes and excise tax imposed on the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the excise tax imposed upon the payments. The Company's obligation to make Gross-Up Payments under this Section 7.08 shall not be conditioned upon the Executive's termination of employment.

Unless otherwise agreed by the Company and Executive, all determinations required to be made under this Section 7.08, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by an accounting firm that does not have a material relationship with either of the parties that is selected by mutual agreement (the "Accounting Firm"). The Accounting Firm shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 7.08, shall be paid by the Company to the Executive within 15 days of the receipt of the Accounting Firm's determination. Absent manifest error, any determination by the Accounting Firm shall be binding upon the Company and the Executive.

The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable, but no later than ten business days after the Executive is informed in writing of such claim. The Executive shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on, the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that the Company desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest, and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 7.08, the Company shall control all proceedings taken in connection with such contest, and, at its sole discretion, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the applicable taxing authority in respect of such claim and may, at its sole discretion, either pay the tax claimed to the appropriate taxing authority on behalf of the Executive and direct the Executive to sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that, if the Company pays such claim and directs the Executive to sue for a refund, the Company shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties) imposed with respect to such payment or with respect to any imputed income in connection with such payment; and provided, further, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which the Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

If, after the receipt by the Executive of a Gross-Up Payment or payment by the Company of an amount on the Executive's behalf pursuant to this Section 7.08, the Executive becomes entitled to receive any refund with respect to the Excise Tax to which such Gross-Up Payment relates or with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after payment by the Company of an amount on the Executive's behalf pursuant to this Section 7.08, a determination is made that the

Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then the amount of such payment shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

Notwithstanding any other provision of this Section 7.08, the Company may, in its sole discretion, withhold and pay over to the Internal Revenue Service or any other applicable taxing authority, for the benefit of the Executive, all or any portion of any Gross-Up Payment, and the Executive hereby consents to such withholding and payment.

NONDISCLOSURE AND INVENTIONS

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 Executive's 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 Executive's 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.

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 Executive's 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.

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.

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.

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.

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

NON-COMPETITION, NON-INTERFERENCE AND NON-SOLICITATION

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 Executive's employment with the Company Executive will become familiar with the Company's trade secrets and other Confidential Information concerning the Company and that Executive's services will be of a special, unique and extraordinary value to the Company, and therefore, Executive agrees that, during the period of Executive's employment, and for a period of one year following the end of Executive's employment term specified in Section 3.01 or any extension thereof, Executive 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 Executive's employment on the date of termination or the expiration of the period Executive's 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.

Executive agrees that during the term of Executive's employment and for a period of one (1) year after the termination of Executive's employment Executive 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.

Executive agrees that breach by Executive 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. 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.

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.

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

MISCELLANEOUS

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.

Successors. This Agreement is personal to Executive and Executive may not assign or transfer any part of Executive’s rights or duties hereunder, or any compensation due to Executive 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.

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.

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.

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.

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 the Company 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.

In any arbitration proceeding, each party shall pay the fees and expenses of its or Executive's own legal counsel.

The arbitrator, in the arbitrator's 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.

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.

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.

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 Executive's 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.

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 TECHNOLOGY, INC.

By: /s/ Jeffrey C. Mack
Jeffrey C. Mack
President and Chief Executive Officer

EXECUTIVE

By: /s/ Katherine Bolseth
Katherine Bolseth

EXHIBIT 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Jeffrey C. Mack, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2008, of Wireless Ronin Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

a) Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 9, 2008

By: /s/ Jeffrey C. Mack
Jeffrey C. Mack
President and Chief Executive Officer

EXHIBIT 31.2

CHIEF FINANCIAL OFFICER CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, John A Witham, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2008, of Wireless Ronin Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

a) Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 9, 2008

By: /s/ John A. Witham
John A. Witham
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

CHIEF EXECUTIVE OFFICER CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Wireless Ronin Technologies, Inc. (the “Company”) on Form 10-Q for the quarterly period ended March 31, 2008, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Jeffrey C. Mack, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: May 9, 2008

By: /s/ Jeffrey C. Mack
Jeffrey C. Mack
President and Chief Executive Officer

EXHIBIT 32.2

CHIEF FINANCIAL OFFICER CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Wireless Ronin Technologies, Inc. (the “Company”) on Form 10-Q for the quarterly period ended March 31, 2008, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John A. Witham, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: May 9, 2008

By: /s/ John A. Witham
John A. Witham
Executive Vice President and
Chief Financial Officer

EXHIBIT 99

CAUTIONARY STATEMENT

Wireless Ronin Technologies, Inc., or persons acting on our behalf, or outside reviewers retained by us making statements on our behalf, or underwriters of our securities, from time to time, may make, in writing or orally, "forward-looking statements" as defined under the Private Securities Litigation Reform Act of 1995. This Cautionary Statement, when used in conjunction with an identified forward-looking statement, is for the purpose of qualifying for the "safe harbor" provisions of the Litigation Reform Act and is intended to be a readily available written document that contains factors which could cause results to differ materially from such forward-looking statements. These factors are in addition to any other cautionary statements, written or oral, which may be made, or referred to, in connection with any such forward-looking statement.

The following matters, among others, may have a material adverse effect on our business, financial condition, liquidity, results of operations or prospects, financial or otherwise, or on the trading price of our common stock. Reference to this Cautionary Statement in the context of a forward-looking statement or statements shall be deemed to be a statement that any one or more of the following factors may cause actual results to differ materially from those in such forward-looking statement or statements.

Risks Related to Our Business

Our operations and business are subject to the risks of an early stage company with limited revenue and a history of operating losses. We have incurred losses since inception, and we have had only nominal revenue. We may not ever become or remain profitable.

Since inception, we have had limited revenue from the sale of our products and services, and we have incurred net losses. We incurred net losses of $10,086,385 and $14,787,737 for the years ended December 31, 2007 and 2006, respectively, and a net loss of $4,197,256 for the three months ended March 31, 2008. As of March 31, 2008, we had an accumulated deficit of $47,717,354. We expect to increase our spending significantly as we continue to expand our infrastructure and our sales and marketing efforts and continue research and development.

We have not been profitable in any year of our operating history and anticipate incurring additional losses into the foreseeable future. We do not know whether or when we will become profitable. Even if we are able to achieve profitability in future periods, we may not be able to sustain or increase our profitability in successive periods. We may require additional financing in the future to support our operations. For further information, please review the risk factor "Adequate funds for our operations may not be available, requiring us to curtail our activities significantly" below.

We have formulated our business plans and strategies based on certain assumptions regarding the acceptance of our business model and the marketing of our products and services. However, our assessments regarding market size, market share, market acceptance of our products and services and a variety of other factors may prove incorrect. Our future success will depend upon many factors, including factors which may be beyond our control or which cannot be predicted at this time.

Our success depends on our RoninCast® system achieving and maintaining widespread acceptance in our targeted markets. If our products contain errors or defects, our business reputation may be harmed.

Our success will depend to a large extent on broad market acceptance of RoninCast® software and our other products and services among our prospective customers. Our prospective customers may still not use our solutions for a number of other reasons, including preference for static signage, unfamiliarity with our technology, preference for competing technologies or perceived lack of reliability. We believe that the acceptance of RoninCast® software and our other products and services by our prospective customers will depend on the following factors:

- our ability to demonstrate RoninCast® software's economic and other benefits;
- our customers becoming comfortable with using RoninCast® software; and
- the reliability of the software and hardware comprising RoninCast® and our other products.

Our software is complex and must meet stringent user requirements. Our products could contain errors or defects, especially when first introduced or when new models or versions are released, which could cause our customers to reject our products, result in increased service costs and warranty expenses and harm our reputation. We must develop our products quickly to keep pace with the rapidly changing digital signage and communications market. In the future, we may experience delays in releasing new products as problems are corrected. In addition, some undetected errors or defects may only become apparent as new functions are added to our products. Delays, costs and damage to our reputation due to product defects could harm our business.

We may experience fluctuations in our quarterly operating results.

We may experience variability in our total sales on a quarterly basis as a result of many factors, including the condition of the electronic communication and digital signage industry in general, shifts in demand for software and hardware products, technological changes and industry announcements of new products and upgrades, absence of long-term commitments from customers, timing and variable lead-times of customer orders, delays in or cancellations of customer orders, variations in component costs and/or adverse changes in the supply of components, variations in operating expenses, changes in our pricing policies or those of our competitors, the ability of our customers to pay for products and services, effectiveness in managing our operations and changes in economic conditions in general. We may not consider it prudent to adjust our spending levels on the same timeframe; therefore, if total sales decline for a given quarter, our operating results may be materially adversely affected. As a result of the potential fluctuations in our quarterly operating results, we believe that period-to-period comparisons of our financial results should not be relied upon as an indication of future performance. Further, it is possible that in future quarters our operating results will be below the expectations of public market analysts and investors. In such event, the price of our common stock would likely be materially adversely affected.

During 2007, sales to one customer generated over 40 percent of our revenue and any decrease in revenue from, or credit loss associated with, this customer, who has reprioritized its digital signage projects and recently negotiated an extension of the maturity date of the $2.3 million promissory note it has issued us, or any credit loss associated with any other customer, could have an adverse effect on our net revenue and operating results.

Due to our dependence on a limited number of customers, we are subject to a concentration of credit risk with respect to a single note receivable and accounts receivable in general. The note receivable due from our largest customer amounted to $2.3 million as of March 31, 2008. As noted above, this customer has advised us of its re-prioritization of its planned digital signage implementations. In January 2008, we extended the maturity date of this promissory note pursuant to which it was scheduled to mature on the first to occur of (1) successful completion of this customer's financing efforts, or (2) March 31, 2008. In April 2008, we further extended the maturity date of this promissory note. It is now scheduled to mature on the first to occur of (1) May 30, 2008 or (2) the completion of this customer's next financing transaction (excluding financing solely from a particular party or its affiliates).

In the case of insolvency by one of our significant customers, a note receivable or an account receivable with respect to that customer might not be collectible, might not be fully collectible, or might be collectible over longer than normal terms, each of which could adversely affect our financial position. In addition, in the case of insolvency by our largest customer and notwithstanding the related security agreement pursuant to which we acquired a security interest in certain collateral, we may not be able to fully recover the amount of the note receivable, which could adversely affect our financial position. Furthermore, the value of the collateral which serves to secure such obligation is likely to deteriorate over time due to obsolescence caused by new product introductions and due to wear and tear suffered by those portions of the collateral installed and in use. There can be no assurance that we will not suffer credit losses in the future.

The integration and operation of McGill Digital Solutions may disrupt our business and create additional expenses and we may not achieve the anticipated benefits of the acquisition. In the event we elect to expand our business through additional acquisitions, we cannot assure that such future acquisitions, if pursued and consummated, will be advantageous or profitable.

Integration of an acquisition involves numerous risks, including difficulties in converting information technology systems and assimilating the operations and products or services of an acquired business, the diversion of management's attention from other business concerns, risks of entering markets in which we have limited or no direct prior experience, assumption of unknown liabilities, increased accounting and financial reporting risk, the potential loss of key associates and/or customers, difficulties in completing strategic initiatives already underway in the acquired or acquiring companies, unfamiliarity with partners of the acquired company, and difficulties in attracting additional key employees necessary to manage acquired operations, each of which could have a material adverse effect on our business, results of operations and financial condition.

In August 2007, we acquired McGill Digital Solutions, Inc., a Canadian company based in Windsor, Ontario, Canada. The success of our integration of McGill Digital Solutions (now WRT Canada), which is presently incomplete as well as subject to the above-referenced risks, assumes certain synergies and other benefits. We cannot assure you that these risks or other unforeseen factors will not offset the intended benefits of the acquisition, in whole or in part.

In addition, we now have additional duties and liabilities related to having offices and operations in Canada. These risks and costs include the need to comply with local laws and regulatory requirements, as well as changes in those laws and requirements, such as regarding employment and severance issues, tax issues, tariffs and duties, and protection of our intellectual property rights.

We may determine to grow through future acquisitions of technologies, products or businesses. We may complete future acquisitions using cash, or through issuances of equity securities which could be dilutive, or through the incurrence of debt which could contain restrictive covenants. In addition, acquisitions may result in significant amortization expenses related to intangible assets. Such methods of financing could adversely affect our earnings. We cannot assure you that we will be successful in integrating any business acquired in the future. In addition, we cannot assure you that we will pursue or consummate future acquisitions or that any acquisitions, if consummated, will be advantageous or profitable for our company.

Most of our contracts are terminable by our customers with limited notice and without penalty payments, and early terminations could have a material effect on our business, operating results and financial condition.

Most of our contracts are terminable by our customers following limited notice and without early termination payments or liquidated damages due from them. In addition, each stage of a project often represents a separate contractual commitment, at the end of which the customers may elect to delay or not to proceed to the next stage of the project. We cannot assure you that one or more of our customers will not terminate a material contract or materially reduce the scope of a large project. The delay, cancellation or significant reduction in the scope of a large project or number of projects could have a material adverse effect on our business, operating results and financial condition.

Our prospective customers often take a long time to evaluate our products, with this lengthy and variable sales cycle making it difficult to predict our operating results.

It is difficult for us to forecast the timing and recognition of revenue from sales of our products because our prospective customers often take significant time evaluating our products before purchasing them. The period between initial customer contact and a purchase by a customer may be more than one year. During the evaluation period, prospective customers may decide not to purchase or may scale down proposed orders of our products for various reasons, including:

- reduced need to upgrade existing visual marketing systems;
- introduction of products by our competitors;
- lower prices offered by our competitors; and
- changes in budgets and purchasing priorities.

Our prospective customers routinely require education regarding the use and benefit of our products. This may also lead to delays in receiving customers' orders.

Adequate funds for our operations may not be available, requiring us to curtail our activities significantly.

Based on our current and anticipated expense levels and our existing capital resources, we anticipate that our cash will be adequate to fund our operations for at least the next twelve months. Our future capital requirements, however, will depend on many factors, including our ability to successfully market and sell our products, develop new products and establish and leverage our strategic partnerships and reseller relationships. In order to meet our needs should we not become cash flow positive or should we be unable to sustain positive cash flow, we may be required to raise additional funding through public or private financings, including equity financings. Any additional equity financings may be dilutive to shareholders, and debt financing, if available, may involve restrictive covenants. Adequate funds for our operations, whether from financial markets, collaborative or other arrangements, may not be available when needed or on terms attractive to us. If adequate funds are not available, our plans to expand our business may be adversely affected and we could be required to curtail our activities significantly.

Difficulty in developing and maintaining relationships with third party manufacturers, suppliers and service providers could adversely affect our ability to deliver our products and meet our customers' demands.

We rely on third parties to manufacture and supply parts and components for our products and provide order fulfillment, installation, repair services and technical and customer support. Our strategy to rely on third party manufacturers, suppliers and service providers involves a number of significant risks, including the loss of control over the manufacturing process, the potential absence of adequate capacity, the unavailability of certain parts and components used in our products and reduced control over delivery schedules, quality and costs. For example, we do not generally maintain a significant inventory of parts or components, but rely on suppliers to deliver necessary parts and components to third party manufacturers, in a timely manner, based on our forecasts. If delivery of our products and services to our customers is interrupted, or if our products experience quality problems, our ability to meet customer demands would be harmed, causing a loss of revenue and harm to our reputation. Increased costs, transition difficulties and lead times involved in developing additional or new third party relationships could adversely affect our ability to deliver our products and meet our customers' demands and harm our business.

Reductions in hardware costs will likely decrease hardware pricing to our customers and would reduce our per unit revenue.

Our product pricing includes a standard percentage markup over our cost of product components, such as computers and display monitors. As such, any decrease in our costs to acquire such components from third parties will likely be reflected as a decrease in our hardware pricing to our customers. Therefore, reductions in such hardware costs could potentially reduce our revenues.

Because our business model relies upon strategic partners and resellers, we expect to face risks not faced by companies with only internal sales forces.

We currently sell most of our products through an internal sales force. We anticipate that strategic partners and resellers will become a larger part of our sales strategy. We may not, however, be successful in forming relationships with qualified partners and resellers. If we fail to attract qualified partners and resellers, we may not be able to expand our sales network, which may have an adverse effect on our ability to generate revenue. Our anticipated reliance on partners and resellers involves several risks, including the following:

- we may not be able to adequately train our partners and resellers to sell and service our products;
- they may emphasize competitors' products or decline to carry our products; and
- channel conflict may arise between other third parties and/or our internal sales staff.

Our industry is characterized by frequent technological change. If we are unable to adapt our products and develop new products to keep up with these rapid changes, we will not be able to obtain or maintain market share.

The market for our products is characterized by rapidly changing technology, evolving industry standards, changes in customer needs, heavy competition and frequent new product introductions. If we fail to develop new products or modify or improve existing products in response to these changes in technology, customer demands or industry standards, our products could become less competitive or obsolete.

We must respond to changing technology and industry standards in a timely and cost-effective manner. We may not be successful in using new technologies, developing new products or enhancing existing products in a timely and cost effective manner. Our pursuit of necessary technology may require substantial time and expense. We may need to license new technologies to respond to technological change. These licenses may not be available to us on commercially reasonable terms or at all. We may not succeed in adapting our products to new technologies as they emerge. Furthermore, even if we successfully adapt our products, these new technologies or enhancements may not achieve market acceptance.

Our future success depends on key personnel and our ability to attract and retain additional personnel.

Our key personnel include:

- Jeffrey C. Mack, Chairman of the Board of Directors, President and Chief Executive Officer;
- John A. Witham, Executive Vice President and Chief Financial Officer;
- Robert W. Whent, President, Wireless Ronin Technologies (Canada), Inc.

- Katherine A. Bolseth,, Executive Vice President of Engineering and Product Development; and
- Scott W. Koller, Executive Vice President, Sales and Marketing.

If we fail to retain our key personnel or to attract, retain and motivate other qualified employees, our ability to maintain and develop our business may be adversely affected. Our future success depends significantly on the continued service of our key technical, sales and senior management personnel and their ability to execute our growth strategy. The loss of the services of our key employees could harm our business. We may be unable to retain our employees or to attract, assimilate and retain other highly qualified employees who could migrate to other employers who offer competitive or superior compensation packages.

Our ability to execute our business strategy depends on our ability to protect our intellectual property, and if any third parties make unauthorized use of our intellectual property, or if our intellectual property rights are successfully challenged, our competitive position and business could suffer.

Our success and ability to compete depends substantially on our proprietary technologies. We regard our copyrights, service marks, trademarks, trade secrets and similar intellectual property as critical to our success, and we rely on trademark and copyright law, trade secret protection and confidentiality agreements with our employees, customers and others to protect our proprietary rights. Despite our precautions, unauthorized third parties might copy certain portions of our software or reverse engineer and use information that we regard as proprietary. In addition, confidentiality agreements with employees and others may not adequately protect against disclosure of our proprietary information.

As of April 14, 2008, we had one U.S. patent, three U.S. and one Canadian patents pending relating to various aspects of our RoninCast® system. We cannot provide assurance that any additional patents will be granted. Even if they are granted, our patents may be successfully challenged by others or invalidated. In addition, any patents that may be granted to us may not provide us a significant competitive advantage. Although we have been granted patents and trademarks, they could be challenged in the future. If future trademark registrations are not approved because third parties own these trademarks, our use of these trademarks would be restricted unless we enter into arrangements with the third party owners, which might not be possible on commercially reasonable terms or at all. If we fail to protect or enforce our intellectual property rights successfully, our competitive position could suffer. We may be required to spend significant resources to monitor and police our intellectual property rights. We may not be able to detect infringement and may lose competitive position in the market. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture market share.

Our industry is characterized by frequent intellectual property litigation, and we could face claims of infringement by others in our industry. Such claims are costly and add uncertainty to our business strategy.

The digital media and communications industry is characterized by uncertain and conflicting intellectual property claims and frequent intellectual property litigation, especially regarding patent rights. We could be subject to claims of infringement of third party intellectual property rights, which could result in significant expense and could ultimately result in the loss of our intellectual property rights. From time to time, third parties may assert patent, copyright, trademark or other intellectual property rights to technologies that are important to our business. In addition, because patent applications in the United States are not publicly disclosed until the patent is issued, applications may have been filed which relate to our industry of which we are not aware. We may in the future receive notices of claims that our products infringe or may infringe intellectual property rights of third parties. Any litigation to determine the validity of these claims, including claims arising through our contractual indemnification of our business partners, regardless of their merit or resolution, would likely be costly and time consuming and divert the efforts and attention of our management and technical personnel. If any such litigation resulted in an adverse ruling, we could be required to:

- pay substantial damages;
- cease the manufacture, use or sale of infringing products;
- discontinue the use of certain technology; or
- obtain a license under the intellectual property rights of the third party claiming infringement, which license may not be available on reasonable terms or at all.

MediaTile Company USA has informed us that it filed a patent application in 2004 related to the use of cellular technology for delivery of digital content. We currently use cellular technology to deliver digital content on a limited basis. While MediaTile has not alleged that our products infringe its rights, they may so allege in the future.

Our business may be adversely affected by malicious applications that interfere with, or exploit security flaws in, our products and services.

Our business may be adversely affected by malicious applications that make changes to our customers' computer systems and interfere with the operation and use of our products. These applications may attempt to interfere with our ability to communicate with our customers' devices. The interference may occur without disclosure to or consent from our customers, resulting in a negative experience that our customers may associate with our products. These applications may be difficult or impossible to uninstall or disable, may reinstall themselves and may circumvent other applications' efforts to block or remove them. In addition, we offer a number of products and services that our customers download to their computers or that they rely on to store information and transmit information over the Internet. These products and services are subject to attack by viruses, worms and other malicious software programs, which could jeopardize the security of information stored in a customer's computer or in our computer systems and networks. The ability to reach customers and provide them with a superior product experience is critical to our success. If our efforts to combat these malicious applications fail, or if our products and services have actual or perceived vulnerabilities, there may be claims based on such failure or our reputation may be harmed, which would damage our business and financial condition.

We could have liability arising out of our previous sales of unregistered securities.

Prior to our initial public offering, we financed our development and operations with proceeds from the sale to accredited investors of debt and equity securities. These securities were not registered under federal or state securities laws because we believed such sales were exempt under Section 4(2) of the Securities Act of 1933, as amended, and under Regulation D under the Securities Act. In addition, we issued stock purchase warrants to independent contractors and associates as compensation or as incentives for future performance in reliance upon the exemption provided by Rule 701 promulgated under Section 3(b) of the Securities Act. We have received no claim that such sales were in violation of securities registration requirements under such laws, but should a claim be made, we would have the burden of demonstrating that sales were exempt from such registration requirements. In addition, it is possible that a purchaser of our securities could claim that disclosures to them in connection with such sales were inadequate, creating potential liability under the anti-fraud provisions of federal and state securities or other laws. If successful, claims under such laws could require us to pay damages, perform rescission offers, and/or pay interest on amounts invested and attorneys' fees and costs. Depending upon the magnitude of a judgment against us in any such actions, our financial condition and prospects could be materially and adversely affected.

We compete with other companies that have more resources, which puts us at a competitive disadvantage.

The market for digital signage software is highly competitive and we expect competition to increase in the future. Some of our competitors or potential competitors have significantly greater financial, technical and marketing resources than our company. These competitors may be able to respond more rapidly than we can to new or emerging technologies or changes in customer requirements. They may also devote greater resources to the development, promotion and sale of their products than our company.

We expect competitors to continue to improve the performance of their current products and to introduce new products, services and technologies. Successful new product introductions or enhancements by our competitors could reduce sales and the market acceptance of our products, cause intense price competition or make our products obsolete. To be competitive, we must continue to invest significant resources in research and development, sales and marketing and customer support. If we do not have sufficient resources to make these investments or are unable to make the technological advances necessary to be competitive, our competitive position will suffer. Increased competition could result in price reductions, fewer customer orders, reduced margins and loss of market share. Our failure to compete successfully against current or future competitors could seriously harm our business.

Our results of operations may depend upon selling our products to customers requiring large-scale rollouts and large-scale monitoring and maintenance, which we have not previously conducted.

Our results of operations may depend upon selling our products to those companies, and within those industries, that have many sites that could benefit from digital signage systems. Digital signage systems installation projects deploying hundreds or even thousands of systems present significant technical and logistical challenges that we have not yet demonstrated our ability to overcome. Digital signage technology employs sophisticated hardware and software that constantly evolves. Sites into which digital signage systems may be installed vary widely, including such factors as interference with wireless networks, ambient light, extremes of temperature and other factors that may make each individual location virtually unique. Managing the process of installing hundreds or thousands of dynamic, complicated digital signage systems into unique environments may present difficulties that we have not yet faced on projects performed to date with smaller numbers of digital signage systems. If our customers opt to engage us to provide system monitoring and maintenance services through our network operations center (“NOC”) on one or more large-scale implementations, we may not successfully or profitably monitor and maintain the hardware, software and content in a manner satisfactory to our customers or in compliance with our contractual obligations. The efficiency and effectiveness of NOC monitoring and maintenance are directly affected by our software and that software’s ability to monitor our customers’ systems. For large-scale implementations, we may need to further develop our software to facilitate efficient and effective system monitoring and maintenance. We cannot assure you that we will succeed in developing our software, digital signage systems, project management and infrastructure to successfully implement, monitor, manage and maintain large-scale implementation projects or ongoing operations. Our failure to do so could harm our business and financial condition.

We may be subject to sales and other taxes, which could have adverse effects on our business.

In accordance with current federal, state and local tax laws, and the constitutional limitations thereon, we currently collect sales, use or other similar taxes in state and local jurisdictions where we have a physical presence that we understand to be sufficient to require us to collect and remit such taxes. One or more state or local jurisdictions may seek to impose sales tax collection obligations on us and other out-of-state companies which engage in commerce with persons in that state. Several U.S. states have taken various initiatives to prompt more sellers to collect local and state sales taxes. Furthermore, tax law and the interpretation of constitutional limitations thereon are subject to change. In addition, new or expanded business operations in states where we do not currently have a physical presence sufficient to obligate us to collect and remit taxes could subject shipments of goods into or provision of services in such states to sales tax under current or future laws. If our company grows, increased sales of our products and services to locations in various states and municipalities may obligate us to collect and remit sales tax and to pay state income and other taxes based upon increased presence in those jurisdictions. We will endeavor to collect, remit and pay those state and local taxes that we owe according to applicable law. State and local tax laws are, however, subject to change, highly complex and diverse from jurisdiction to jurisdiction. If one or more state or local jurisdictions successfully asserts that we must collect sales or other taxes beyond our current practices or that we owe unpaid sales or other taxes and penalties, it could have a material, adverse affect on our business.

Our results of operations could be adversely affected by changes in foreign currency exchange rates, particularly fluctuations in the exchange rate between the U.S. dollar and the Canadian dollar.

Since a portion of our operations and revenue occur outside the United States and in currencies other than the U.S. dollar, our results could be adversely affected by changes in foreign currency exchange rates. Additionally, given our August 2007 acquisition of McGill Digital Solutions (now WRT Canada) in Windsor, Ontario, Canada, changes in the exchange rate between the U.S. dollar and the Canadian dollar can significantly affect company balances and our results of operations. Although we periodically use forward contracts to manage our exposure associated with forecasted international revenue transactions denominated in U.S. dollars, our business, results of operations and financial condition could be adversely affected by changes in foreign currency exchange rates.

Risks Related to Our Securities

We must implement additional finance and accounting systems, procedures and controls in order to satisfy requirements applicable to public companies, which will increase our costs and divert management's time and attention.

As a public company, we incur significant legal, accounting and other expenses that we did not incur as a private company, including costs associated with public company reporting requirements and corporate governance requirements, including requirements under the Sarbanes-Oxley Act of 2002, as well as rules implemented by the SEC and NASDAQ.

As an example of reporting requirements, we continue to evaluate our internal control systems in order to allow our independent registered public accounting firm to attest to our internal control over financing reporting beginning with our annual report for the year ended December 31, 2008 or 2009, as required by Section 404 of the Sarbanes-Oxley Act of 2002. As a company with limited capital and human resources, we anticipate that more of management's time and attention will be diverted from our business to ensure compliance with these regulatory requirements than would be the case with a company that has established controls and procedures. This diversion of management's time and attention could have an adverse effect on our business, financial condition and results of operations.

In the event we identify significant deficiencies or material weaknesses in our internal control over financial reporting that we cannot remediate in a timely manner, or if we are unable to receive a positive attestation from our independent registered public accounting firm with respect to our internal control over financial reporting, investors and others may lose confidence in the reliability of our financial statements, and the trading price of our common stock and ability to obtain any necessary equity or debt financing could suffer. In addition, if our independent registered public accounting firm is unable to rely on our internal control over financial reporting in connection with its audit of our financial statements, and if it is unable to devise alternative procedures in order to satisfy itself as to the material accuracy of our financial statements and related disclosures, it is possible that we would be unable to file our annual report with the SEC, which could also adversely affect the trading price of our common stock and our ability to secure any necessary additional financing, and could result in the delisting of our common stock from NASDAQ and the ineligibility of our common stock for quotation on the OTC Bulletin Board. In that event, the liquidity of our common stock would be severely limited and the market price of our common stock would likely decline significantly.

In addition, the foregoing regulatory requirements could make it more difficult or more costly for us to obtain certain types of insurance, including directors' and officers' liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these events could also make it more difficult for us to attract and retain qualified persons to serve on our Board of Directors, on Board committees or as executive officers.

Our management has broad discretion over the use of net proceeds from our June 2007 follow-on offering and may apply the proceeds in ways that do not improve our operating results or increase the value of our common stock.

Our management has significant discretion in the use of the net proceeds of our follow-on offering. Accordingly, our investors will not have the opportunity to evaluate the economic, financial and other relevant information that we may consider in the application of such net proceeds. Therefore, it is possible that we may allocate such net proceeds in ways that fail to improve our operating results, increase the value of our common stock or otherwise maximize the return on these proceeds.

If we fail to comply with the NASDAQ requirements for continued listing, our common stock could be delisted from NASDAQ, which could hinder our investors' ability to obtain timely quotations on the price of our common stock, or trade our common stock in the secondary market.

Our common stock must sustain a minimum bid price of at least $1.00 per share and we must satisfy the other requirements for continued listing on NASDAQ. If our common stock is delisted from NASDAQ, trading in our common stock would likely thereafter be conducted in the over-the-counter markets in the so-called pink sheets or the OTC Bulletin Board. In such event, the liquidity of our common stock would likely be impaired, not only in the number of shares which could be bought and sold, but also through delays in the timing of the transactions, and there would likely be a reduction in the coverage of our company by securities analysts and the news media, thereby resulting in lower prices for our common stock than might otherwise prevail.

The market price of our stock may be subject to wide fluctuations.

The price of our common stock may fluctuate, depending on many factors, some of which are beyond our control and may not be related to our operating performance. These fluctuations could cause our investors to lose part or all of their investment in our shares of common stock. Factors that could cause fluctuations include, but are not limited to, the following:

- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market price and trading volume of companies in our industry;
- actual or anticipated changes in our earnings or fluctuations in our operating results or in the expectations of financial market analysts;
- investor perceptions of our industry, in general, and our company, in particular;
- the operating and stock performance of comparable companies;
- general economic conditions and trends;
- major catastrophic events;
- loss of external funding sources;
- sales of large blocks of our stock or sales by insiders; or
- departures of key personnel.

Our articles of incorporation, bylaws and Minnesota law may discourage takeovers and business combinations that our shareholders might consider in their best interests.

Anti-takeover provisions of our articles of incorporation, bylaws and Minnesota law could diminish the opportunity for shareholders to participate in acquisition proposals at a price above the then current market price of our common stock. For example, while we have no present plans to issue any preferred stock, our Board of Directors, without further shareholder approval, may issue up to 16,666,666 shares of undesignated preferred stock and fix the powers, preferences, rights and limitations of such class or series, which could adversely affect the voting power of our common stock. In addition, our bylaws provide for an advance notice procedure for nomination of candidates to our Board of Directors that could have the effect of delaying, deterring or preventing a change in control. Further, as a Minnesota corporation, we are subject to provisions of the Minnesota Business Corporation Act, or MBCA, regarding “control share acquisitions” and “business combinations.” We may, in the future, consider adopting additional anti-takeover measures. The authority of our board to issue undesignated preferred stock and the anti-takeover provisions of the MBCA, as well as any future anti-takeover measures adopted by us, may, in certain circumstances, delay, deter or prevent takeover attempts and other changes in control of our company not approved by our Board of Directors.

We do not anticipate paying cash dividends on our shares of common stock in the foreseeable future.

We have never declared or paid any cash dividends on our shares of common stock. We intend to retain any future earnings to fund the operation and expansion of our business and, therefore, we do not anticipate paying cash dividends on our shares of common stock in the foreseeable future. As a result, capital appreciation, if any, of our common stock will be the sole source of gain for investors in our common stock for the foreseeable future.

A substantial number of shares are eligible for future sale by our current investors and the sale of those shares could adversely affect our stock price.

We have registered for resale 2,315,722 shares of our outstanding common stock and 1,802,523 shares underlying warrants under the registration statement that was originally declared effective by the SEC on February 8, 2007. If these additional shares, or additional shares that may be eligible for resale into the market, are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could be adversely affected.