

NETWORK SERVICE AGREEMENT



GENERAL: This Network Service Agreement represents the entire agreement between you, the "Buyer", and SecureCom Wireless, LLC, the "Company". Services sold and provided by Company are expressly subject to and conditioned upon the terms and conditions set forth herein. Any different or conflicting terms or conditions set forth by the Buyer, whether in Buyer's purchase order or another communication, are expressly objected to and will not be binding on Company unless agreed to in writing by an authorized officer of Company. This contract may not be assigned, modified or canceled by Buyer without Company's prior written consent, and any attempt to assign, modify or cancel it without such consent shall be absolutely void. No delay or omission to exercise any right, power or remedy accruing to Company upon breach or default by Buyer under this contract shall impair any such right, power or remedy of Company, or shall be construed as a waiver of any such breach or default. All waivers must be in writing. In the event any of the provisions hereof shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full force and effect and shall control. Any provisions of this contract prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

WHEREAS:

Company is engaged in the business of providing cloud based end user and dealer applications, network solutions, and services for the facilitation of one-way or two-way wireless "machine-to-machine" data communications utilizing Company's access to third party cellular and/or satellite telecommunications networks. These solutions and services include transporting alarm signals from an alarm system installed at the premises of a user (hereafter called the "Subscriber" or "Subscribers" or "End User") to a Buyer specified location more commonly known as the "Central Station", as well as providing system operation and configuration options to End User and Buyer through the use of Company provided applications. Company is offering Buyer the right to use and provide these services (hereafter called the "Service" or "Services") to Subscribers or End Users and internally by utilizing Company's provided Services. Buyer desires to utilize these Services and agrees to pay designated Fees to Company for each Service provided by Company to each Subscriber or End User. If Buyer purchases or desires to purchase digital radio equipment from Digital Monitoring Products Inc. (DMP), and desires to market cellular solutions and other services to Subscribers via the Company's access to third party wireless networks, all equipment purchased from DMP and used in the process of accessing the wireless network shall be subject to the terms and conditions described in DMP's Terms and Conditions and current price list, as amended from time to time.

SCOPE OF SERVICE: Company and Buyer agree that Company's sole obligations under this Agreement and/or under any agreement between any Subscriber and Buyer shall be to facilitate the transfer of alarm signals received by means of the protective system to Buyer's Central Station, and to allow access to the Company provided applications. These Services do not include monitoring the performance of the protective unit or system, which is the responsibility of Buyer. During the term of this Agreement, the Services will be provided as and where available, subject to transmission limitation caused by atmospheric or topographical conditions, carrier or third-party related issues or other conditions outside the Company's control, within the service area of the Company's service providers.

TERM OF AGREEMENT: The term of this Agreement will commence on the date hereof and will continue for a period of one (1) year and automatically renew for consecutive monthly terms unless written notice is given no less than thirty (30) days prior to the expiration of the then-current term that a party elects not to renew or otherwise terminated as provided herein. This Agreement will terminate: (a) as provided above, upon thirty (30) days' written notice from either party prior to the end of the term or any extension of the term; or (b) immediately upon the occurrence of any of the following: (i) a receiver is appointed for Buyer or its property; (ii) Buyer becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an agreement for the benefit of its creditors; (iii) any voluntary proceedings are commenced by or for Buyer under any bankruptcy, insolvency, debtor's relief or similar law; (iv) any proceedings are commenced against Buyer under any bankruptcy, insolvency, debtor's relief statute or similar law and such proceeding shall not be vacated or set aside within thirty (30) days from the date of commencement thereof; (v) Buyer is liquidated or dissolved; or (c) on the thirtieth (30) day after either party gives the other notice of a material breach by the other of any other term or condition of this Agreement or of any other agreement between the Company and Buyer relating to the products or Service, unless the breach is cured before that day. In no event shall Buyer's obligation of payment be excused upon termination for any reason.

ACTIVATION OF SERVICE: Upon acceptance of this Network Service Agreement by Buyer and signed copy received by Company, Buyer will be issued a "Serial Number" that will allow for ordering and activation of the Digital Cellular Communicator. Activation of cellular service is defined as enrolling the Digital Cellular Communicator with the third party cellular and/or satellite telecommunications networks used by Company. Activation of the cellular service and Network connection to Company provided cloud services will be accomplished by Buyer through the usage of DMP Remote Link™ software, or Company provided cloud based applications.

NETWORK FEES: Buyer acknowledges and agrees that the fees for the Services ("Network Fees") are based on programming package parameters of usage determined by Company based on testing and actual operation of the DMP panel and the Digital Cellular Communicator

and selected cloud based network and application options. Company reserves the right to charge an additional fee (“Overage Fee”) per unit on a per kilobyte basis for messages incurred in excess of the aforementioned allotted package amounts. Company reserves the right to increase the Cellular and cloud based Network and application Fees herein described after the expiration of one year from signing of this agreement by giving Buyer ninety (90) days written notice.

PAYMENT TERMS: Buyer will be billed monthly in advance for Network Fees for all Units and applications activated. Any “Overage Fees” incurred shall be billed monthly in arrears. Buyer acknowledges that (i) it must provide written notice to Company of any cellular device, cloud based network or application options on which Service should be discontinued; (ii) failure to provide such notice will result in continued Service to such Unit and corresponding charge to Buyer; and (iii) powering down or discontinuing power to the cellular device, or ceasing to use cloud based network services or selected application options does not constitute deactivation of such service. Any objection to amounts charged by the Company must be raised by the Buyer in writing to Company no more than thirty (30) days from the date of invoice. After such 30-day period, objections to amounts charged by the Company for products or Services shall be irrevocably waived by Buyer. Payment is due upon receipt of invoice but no later than 30 days from invoice date. If a credit card is used to pay a balance for a customer on approved term, there will be a 3% service charge added to the amount processed. Company reserves the right to suspend or terminate Services if payment that is due has not been received by Company by the due date and further reserves the right to charge a service fee of 1.5% per month for the entire balance that is past due. Company shall not have any liability for any cause if the Service is suspended or terminated for non payment. Buyer understands and agrees that Buyer is solely responsible for collection and payment of all sales, use and other related taxes or fees associated with the sale or use of the product or service.

THE COMPANY’S SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM DISRUPTION OR LOSS OF SERVICE, CHANGES IN TECHNOLOGY, APPLICATION OF FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, CARRIER OR THIRD-PARTY RELATED ISSUES, ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, OR CONDITIONS OR CAUSES BEYOND THE COMPANY’S CONTROL. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF SERVICE PROVIDED BY WIRELESS CARRIERS OR NETWORK PROVIDERS, WHERE AVAILABLE, AND COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY ERRORS, OUTAGES, OR FAILURES OF SERVICES PROVIDED BY WIRELESS CARRIERS OR NETWORK PROVIDERS.

LIMITATION OF LIABILITY: Company does not warrant or represent that the services sold may not be compromised or circumvented, will operate as designed, will prevent or reduce personal injury, property damage or economic loss or will provide adequate warning or notice as designed or may be intended by Buyer or any end user. Buyer will cause its customers to understand that a properly installed and maintained alarm system or cloud based applications may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. Company shall not be liable for interruptions in, or interference with, cloud based network communications or third party telecommunications carriers’ transmissions over which the company has no control, i.e., for interruptions or interference caused by network congestion, weather conditions, terrain, buildings, localized “gaps” in telecommunications network coverage and other natural or artificial conditions over which the company has no control. Company shall not be liable in the event that future technological changes implemented by any third party or governmental entity render the product wholly or partially inoperable. THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, DATA, OR PROFITS, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. OTHER LIMITATIONS OF LIABILITY MAY APPLY AS PROVIDED BY THE TERMS AND CONDITIONS GOVERNING BUYER’S PURCHASE OF THE PRODUCT FROM DMP. IF, NOTWITHSTANDING THE FOREGOING, COMPANY IS FOUND TO BE LIABLE TO BUYER FOR ANY HARM, DAMAGES, INJURY OR LOSS, THEN AND IN SUCH EVENT COMPANY’S TOTAL LIABILITY TO BUYER UNDER OR IN ANYWAY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY DAMAGES OF ANY NATURE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO COMPANY FOR SERVICES UTILIZED BY UNIT RELATED TO THE FAILURE OR DEFECT THAT CAUSED OR ALLEGED TO HAVE CAUSED THE DAMAGE DURING THE 180 DAY PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO THE SUBJECT CLAIM(S), REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT COMPANY WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS.

LIMITATION ON LIABILITY TO BUYER’S CUSTOMERS: Buyer agrees to limit liability to its customers to the fullest extent permitted by law pursuant to a written contract between Buyer and each End User for whom the Services are provided. Buyer agrees to indemnify and hold Company harmless against and defend Company from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Subscribers or other users of the products and Services because of any failure of the products or Services under this agreement whether or not such damages are caused or contributed to by the sole or joint active or passive negligence or fault of Company.

COMPLIANCE: Buyer agrees to not (a) make any representations, warranties, or commitments, express or implied, to End Users that conflict with this agreement or that Buyer cannot reasonably be certain of fulfilling; (b) tamper or interfere with, misuse, or knowingly allow Buyer’s employees or other agents and representatives or End Users to tamper or interfere with, or misuse the Services; or (c) engage in or knowingly allow End Users to engage in any activity that harm or threatens to harm (i) any public or private telecommunications network;

(ii) Company's platform or Company's ability to provide Services to Buyer or any third party; or (iii) Company's public image or customer goodwill. Buyer must know and comply with all applicable laws, regulations, and other governmental requirements including, without limitation, the Telecommunications Act of 1996, and must make reasonable efforts to contractually obligate End Users to do the same.

BUYER COOPERATION; BUYER SHALL, DURING THE TERM:

(a) safeguard the Applications, Software and Documentation from infringement, misappropriation, theft, misuse or unauthorized access; (b) at Company's expense, take all such steps as Company may reasonably require to assist Company in maintaining the validity, and enforceability of the intellectual property rights in the Applications, Software and Documentation; (c) promptly notify Company in writing if Buyer becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Company's Intellectual Property Rights in or relating to the Applications, Software, or Documentation; or (ii) any claim that the Applications, Software or Documentation, including any production, use, marketing, sales or other disposition of the Applications, Software, Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and (d) fully cooperate with and assist Company in all reasonable ways in the conduct of any claim, suit, actions or proceedings by Company to prevent any actual or threatened infringement, misappropriation or violation of Company's right in, and to attempt to resolve any claims relating to the Applications, Software, Documentation, including having Buyer's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

GOVERNING LAW; WAIVER OF JURY TRIAL: Company shall be entitled to charge and recover from Buyer all costs and expenses reasonably incurred in the collection of any amount due hereunder by Buyer, including collection agency fees and charges and reasonable attorney fees and court costs in the event an account is placed with a collection agency or any other action or proceeding is initiated for collection of any such amount due by Buyer (collectively "Collection Expenses"). All orders shall be construed and governed by the laws of the State of Missouri, USA, AND VENUE IN ANY LITIGATION PURSUANT TO ORDERS SUBJECT TO THIS AGREEMENT SHALL BE IN GREENE COUNTY, MISSOURI. EACH PARTY AGREES TO WAIVE ANY RIGHT TO A JURY IN ANY LEGAL PROCEEDINGS BROUGHT BY EITHER PARTY RELATING TO THIS AGREEMENT.