



FAITH TECHNOLOGIES  
INCORPORATED

## MONITORING TERMS & CONDITIONS

1. Introduction. Subscriber has contracted with FTI for monitoring services at the designated location of an executed proposal, SOW, or Agreement.

2. Service Level Agreement. During the subscription term, FTI shall render commercially reasonable efforts to make this Service available. Availability excludes planned downtime which refers to scheduled maintenance activities causing application service outages and should not factor in. FTI does not represent that the Service will be uninterrupted or error free.

3. FTI's Duties. Subscriber agrees and acknowledges that FTI's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, FTI shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.

4. Waiver of Warranty; Exculpatory Clause. Subscriber understands that FTI offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: FTI IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT FTI IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH

IS KNOWN ONLY BY SUBSCRIBER; THAT FTI IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO FTI'S NEGLIGENCE OR FAILURE TO PERFORM. FTI MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT.

5. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless FTI, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by FTI or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list FTI, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

6. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF FTI TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING,

BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY FTI'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST FTI, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY FTI'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY-FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE FTI'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL FTI BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN

EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY FTI, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. The foregoing shall survive the termination or expiration of this Agreement. FTI assumes no responsibility for any loss in excess of such amount.

7. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold FTI harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by FTI during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify FTI immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by FTI. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air,

occupied airspace changes or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify FTI. (c) Subscriber shall notify FTI regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with FTI in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to FTI. Subscriber acknowledges that alarm signals from Subscriber's premises to FTI are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by FTI during any such interruption in telephone service and the interruption will not be known to FTI. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by FTI to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by FTI in receiving and/or responding to the excessive signals.

8. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to FTI in writing in a timely manner. Subscriber shall furnish to FTI certain emergency information and shall keep it current by providing FTI with any changes in writing, providing the required identifying information in a timely manner.

9. Assignees and/or Subcontractors of FTI. FTI shall have the right to assign this Agreement in whole or in

part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to FTI's maximum liability and third-party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of FTI, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to FTI.

10. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless FTI agrees in writing to the transfer of the Agreement.

11. Taxes, Fees, Fines, Licenses, and Permits. (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. FTI shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on FTI by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend FTI and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, FTI shall not be responsible for performing the services and may terminate the services with notice to Subscriber.

12. Increase in Service Charges. FTI shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon FTI's service rates in effect at the time of the service and are subject to change without notice.

13. Delay or Interruptions. FTI assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to data handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of FTI, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. FTI assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which FTI's equipment is attached.

14. Outside Charges. Subscriber understands and accepts that FTI specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by FTI, its agents, or subcontractors.

15. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is

appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after FTI gives Subscriber written notice of such default, in addition to any other remedies provided by law, FTI may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to FTI; (b) Take possession of all FTI owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to FTI immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by FTI on account of such default including all court costs and reasonable attorneys' fees. The waiver by FTI of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by FTI shall not be deemed a waiver of any prior existing breach, regardless of FTI's knowledge of such prior existing breach at the time of acceptance of such payments.

16. Data Ownership. FTI will own all data associated with Subscriber use of the Services. FTI retains all rights, title, and interest to Subscriber data to use, reproduce, electronically distribute, and display this data for the following purposes: (a) providing and improving the Services; (b) internal usage, including but not limited to, data analytics; (c) complying with applicable legal requirements and assisting law enforcement agencies.

17. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against FTI more



than one (1) year after the accrual of the cause of action therefor.

18. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge FTI from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against FTI.

19. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

20. Choice of Law; Venue. The laws of the State of Wisconsin shall govern the validity, enforceability, and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the State of Wisconsin.