

RF DESIGNS, INC Home Security Monitoring Agreement Provisions

TERMS OF MONITORING

This agreement is between RF DESIGNS INC and the Client...

PREMISES: The System to be serviced and/or monitored is at the following address:

TERM: This Agreement shall be effective upon execution by both Parties and continue for a period of one (1) years from the date of activation of services. At the expiration of the initial one (1) year period, this Agreement shall renew automatically for periods of (1) year each, unless either party shall notify the other in writing, not less than (30) days prior to the expiration of the Agreement or of any renewal periods, of their intention to terminate this Agreement. The parties agree that due to the nature of the services to be provided by RF DESIGNS INC, the payment to be made by the Client for the term of the monitoring/service part of the agreement pursuant to paragraph one (1) form an integral part of RF DESIGNS INC's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix RF DESIGNS INC's actual damages. Therefore, in the event Client defaults in the payment of any charges to be paid to RF DESIGNS INC, the balance of all payment for the entire term herein shall immediately become due and payable, and Client shall be liable for 80% thereof as liquidated damages and RF DESIGNS INC shall be permitted to terminate all its services under this agreement and to remotely re-program or delete any programming without relieving Client of any obligation herein.

CHARGES: The Client agrees to pay RF DESIGNS INC as follows:

SERVICE MONITORING PER MONTH

Central Station Signal Receiving

Service Agreement

Cellular Communications

Interactive Services

Cloud video monitoring

Billed: Quarterly

Total Monthly Rate: \$30/month

SERVICE and MONITORING SERVICES: Systems must meet the following requirements or receive upgrades to meet these requirements before we can monitor your system.

TRANSMISSION SIGNAL

Cell Radio Primary

Cell Radio Backup

iGSM (Internet via others)

POTS as Primary

POTS as Backup

MONITORING SERVICES

Burglar Alarm Monitoring**

Fire Alarm Monitoring**

Sump Monitoring**
Temperature Monitoring**
Carbon Monoxide Monitoring**

SERVICE
Service Agreement
Inspection Service
Time & Material Service (default)

ADDITIONAL PROVISIONS:

RF DESIGNS, INC LIABILITY/DISCLAIMER OF WARRANTIES: It is understood that RF DESIGNS INC is not an insurer, that insurance, if any, shall be obtained by the client and that the amounts payable to RF DESIGNS INC hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the subscribed property or others located in client's premises. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of RF DESIGNS INC to perform any of its obligations hereunder. The client does not desire that this contract provide full liability of RF DESIGNS INC and agrees that RF DESIGNS INC shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or avert, that if RF DESIGNS INC should be found liable for loss or damage due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to ten percent (10%) of the annualized monthly service charge or \$250.00, whichever is the greater, as liquidated damages and not as a penalty. As the exclusive remedy, the provision of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of RF DESIGNS INC, its agents or employees. If the client desires RF DESIGNS INC to assume a greater liability, RF DESIGNS INC will amend this agreement to allow the client to pay an additional annual amount necessary to purchase an insurance policy for such great liability, if such policy is reasonably available. No such amendment shall be effective unless signed by the client, RF DESIGNS INC and insurance carrier which will be insuring the additional liability RF DESIGNS INC disclaims any warranty and any implied warranty of merchantability usage or fitness for any particular purpose.

SERVICE AGREEMENT. If service agreement is included, RF DESIGNS INC will annually inspect, clean and test the system. In addition RF DESIGNS INC will replace the alarm back battery and all smoke sensor and carbon monoxide sensor batteries in the home. Any repair or replacements necessary, not caused by abuse or acts of God, will be covered under the service agreement. Further, during the term of the service agreement, any service calls and or repair and replacement of Alarm System parts, not caused by acts of God or abuse, will be covered under the agreement.. Client acknowledges RF DESIGNS INC's obligation hereunder relates solely to the services of the specified system and that RF DESIGNS INC is in no way obligated to insure the operation of the System or to maintain or service Client's property or the property of others to which RF DESIGNS INC's System is connected. Any replacement parts may be of a brand, design and quality determined by RF DESIGNS INC in its sole discretion to be the reasonably equivalent. RF DESIGNS INC shall service upon Client's request

the system installed in Client's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that services is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the subscriber.

FALSE ALARMS: If Client's System is damaged or misused to such an extent or not functioning in such a way that false alarms are transmitted with unreasonable frequency, RF DESIGNS INC may choose to suspend its obligation under this Agreement until the System is fixed or the condition corrected or cancel this Agreement. If RF DESIGNS INC elects to suspend its obligations, it will first notify the Client of suspension. RF DESIGNS INC shall not be responsible for the fees, charges, or assessments imposed by the government authority or other persons in connection with false alarms from any equipment located at any Client premises. RF DESIGNS INC shall not be responsible for any fees, licenses or taxes imposed by any government authority. Client represents that he fully understands the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of RF DESIGNS INC and which may cause the alarm to activate. Any and all such alarms which may occur, shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all such alarms excuse any of the obligations of Client as set forth in this Agreement.

RESPONSE TO ALARMS:

LOCAL ALARM: RF DESIGNS INC does not physically respond to Client premises in local alarm audible device soundings, except as otherwise specifically agreed to in writing.

CENTRAL STATION ALARM: RF DESIGNS INC does not physically respond to the Client premises for central station alarm device signals. If RF DESIGNS INC provides central station alarm services, RF DESIGNS INC or its designee shall, without warranty, make every reasonable effort to do the following:
Upon receipt of an alarm signal, RF DESIGNS INC shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the persons designated by the Client, unless there is reason to assume that any emergency condition does not exist. RF DESIGNS INC shall not be responsible for losses or damages suffered by the client as a result of any delays in response time or failure to respond by any person or authority notified by RF DESIGNS INC according to the clients' instructions in addendum A.

SIGNAL TRANSMISSION: Client understands that the signals from the System, which RF DESIGNS INC may monitor, are transmitted over normal telephone lines, internet and/or radio frequency to RF DESIGNS INC. Client also understands the RF DESIGNS INC cannot be responsible for any monitoring during periods when either Client or RF DESIGNS INC's telephone lines or internet are not working, or under any condition which would make it impossible to send a normal signal from the Client's premises to RF DESIGNS INC's place of business.

AUDIBLE ALARM SHUT-OFF: Client acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, it is

designed to automatically shut off after sounding for period of time not to exceed (15) minutes. Client further acknowledges: That unless an attempted entry is apparent or unless Client is notified that the System was activated, Client may have no way of knowing that the System was activated and automatically shut off; and that it therefore may have to be manually restored by Client. Client agrees to check the System each day upon opening the premises in order to determine whether or not the System was activated during the previous operating period.

INCREASE IN MONTHLY CHARGES: RF DESIGNS INC shall have the right, at any time, to increase the monthly charges provided for in this Agreement up to any amount equal to ten percent (10%) per year for each year after the date of this Agreement for the term of this Agreement, including extensions.

CLIENTS DUTIES AS TO USE OF SYSTEM: The parties hereto agree that the System, once installed, is in the exclusive possession and control of the Client, and it is Client's sole responsibility to test the operation of the alarm system daily and to notify RF DESIGNS INC if any equipment is in need of repair. RF DESIGNS INC shall not be required to service the alarm system unless is has received notice from Client, and upon such notice, RF DESIGNS INC shall service the alarm system to the best of its ability within 72 hours, exclusive of Saturday, Sunday, and legal holidays, during the business hours 9 a.m. and 5 p.m., Monday through Friday. Client agrees to test and inspect the alarm system and to advise RF DESIGNS INC of any defect, error or omission in alarm system. In the even Client complies with the terms of this agreement and RF DESIGNS INC fails to repair the alarm system within 72 hours after notice is given, excluding Saturdays, Sundays and legal holidays, Client agrees to send written notice that the System is in need of repair to RF DESIGNS INC, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Client shall be precluded from raising the issue that the alarm equipment was not operating unless the Client can produce a post office certified or registered receipt signed by RF DESIGNS INC, evidencing that service was requested by Client.

DESIGNATED PERSONNEL: Client agrees to promptly furnish a written list of the names, titles, residence addresses, residence phone numbers and signatures of all person authorized to arrange an unscheduled event and/or be notified in the event of an alarm. All changes, revision and modifications to the above shall be supplied to RF DESIGNS INC in writing.

ADDITIONS AND CHANGES: The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to paid by Client. Client acknowledges that Client has chosen the System and that additional protection is available and may be obtained RF DESIGNS INC over and above that provided herein, at an additional cost to client.

RISK OF LOSS: All risk of loss or damage to the System shall be borne exclusively by client whose obligations hereunder shall not be diminished by any such loss or damage.

RELATIONSHIP; TITLE TO EQUIPMENT: Client acknowledges and agrees that this Agreement is for the providing of service. The components of the System, including,

detection devices, bell boxes and controls shall at all times remain the sole property of the Client.

SUSPENSION OR CANCELLATION OF THIS SYSTEM: This Agreement may be suspended or cancelled, without notice at the option of RF DESIGNS INC, if RF DESIGNS INC's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event RF DESIGNS INC is unable to render service as a result of any action by any governmental agency.

DELINQUENCY; RECONNECT CHARGES; INTEREST: In the event any payment due hereunder is more than ten (10) days delinquent, RF DESIGNS INC may impose and collect a late payment charge equal to ten percent (10%) of the late payment plus interest on any delinquent amount at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less. If the alarm System is deactivated because of Client's past due balance, and if Client desires to have the System reactivated, Client agrees to pay in advance to RF DESIGNS INC a reconnect charge to be fixed by RF DESIGNS INC in a reasonable amount.

CHANGE IN OWNERSHIP OF CLIENT'S PREMISES: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of RF DESIGNS INC.

ASSIGNEES/SUBCONTRACTORS OF RF DESIGNS INC: RF DESIGNS INC shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to RF DESIGNS INC's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of RF DESIGNS INC, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to RF DESIGNS INC.

DEFAULT BY CLIENT: If the client fails to make any payment as agreed herein, or ceases doing business as a going concern, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against Client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.

THIRD PARTY INDEMNIFICATION: Client agrees to and shall indemnify and save harmless RF DESIGNS INC, its employees and agents, for and against all third party claims, lawsuits and losses including reasonable attorneys' fees alleged to be caused by RF DESIGNS INC's performance or failure to perform its obligations under this Agreement.

PRIOR AGREEMENTS: Client warrants and represents that Client is not under any enforceable agreements with any other party concerning alarm systems of any kind and description installed at the premises in conflict with the terms of this Agreement and furthermore Client agrees to indemnify and save harmless RF DESIGNS INC against all

claims, demands, suits, expenses and damages by judgment or otherwise, which may be now and hereafter incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such alarm systems of every kind and description. Client will pay all said sums, including reasonable attorneys' fees, for the defense of any such claim or suit and reasonable attorneys' fees incurred in the enforcement of this indemnity provision.

INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative all of the remaining terms and provisions shall remain in full force and effect.

ENTIRE AGREEMENT; WAIVER: The parties intend this writing 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 and the terms of any prior or subsequent purchase order, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by in writing and signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

NOTICES: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

LIMITED WARRANTY: In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, RF DESIGNS INC agrees to make all repairs and replacement of parts without cost to the Client for a period of ninety one year from the date of installation. RF DESIGNS INC reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute material of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, or damage by lightning, electrical surge or wire breaks.

ALTERATION OF PREMISES FOR INSTALLATION: RF DESIGNS INC is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in RF DESIGNS INC's sole discretion for the installation and service of the alarm system, and RF DESIGNS INC shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the System, and Client represents that the owner of the premises, if other than Client, authorized the installation of the System under the terms of this agreement. Client understands and agrees that some installations may require that system wiring be exposed.

CANCELLATION: You, the Client, may cancel this transaction at anytime prior to midnight of the third business day after the date of this transaction.