



STANDARD TERMS AND CONDITIONS

1. Incorporation of Standard Terms and Conditions. ClearCom, Inc. and Client have executed a Master Agreement with respect to the sale of Services and/or Systems and Equipment by Client from ClearCom to Client (the “Master Agreement”). Systems and Equipment sold by ClearCom to Client are hereinafter collectively referred to as “Equipment”. These Standard Terms and Conditions (these “Standard Terms”) are incorporated by reference into the Master Agreement and any Addenda, Riders, Quotes, Work Orders, or other documents described in the Master Agreement (“Ancillary Documents”) as though set forth therein in their entirety. The Master Agreement, any Ancillary Documents, and these Standard Terms are hereinafter collectively referred to as the “Agreement”. NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS OTHER THAN AS SET FORTH IN THE AGREEMENT SHALL FORM PART OF THE AGREEMENT, OR OTHERWISE BE BINDING UPON CLEARCOM, UNLESS SET FORTH IN A WRITING DATED ON OR SUBSEQUENT TO THE DATE OF THE MASTER AGREEMENT AND SIGNED BY CLEARCOM. Undefined, capitalized terms used in these Standard Terms have the meanings set forth in the Master Agreement. This Agreement is the complete agreement between Client and ClearCom and can be modified only by a written agreement signed by Client and ClearCom.

2. Services.

(a) Installation Services. THIS SUBPARAGRAPH 2(a) APPLIES ONLY WHEN EQUIPMENT INSTALLATION IS SPECIFICALLY INCLUDED IN THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

(i) Equipment/System Installation. ClearCom shall install the Equipment at the Premises in substantial compliance with any plans and specifications set forth in the Agreement, and absent any plans and specifications in the Agreement, then in a workman like manner consistent with industry standards. Notwithstanding the foregoing, unless ClearCom otherwise specifically agrees in writing, ClearCom makes no representation that the Equipment or the installation thereof complies with any local fire codes or ordinances, and Client, at Client’s sole cost and expense, shall be solely responsible for that verification. There may be areas of the Premises ClearCom determines impractical to install the Equipment, or where ClearCom determines that such installation would violate local codes and ordinances, and ClearCom shall have no obligation to install the Equipment in such areas notwithstanding any plans or specifications to the contrary. If asbestos or other hazardous materials (“Hazardous Materials”) are encountered during installation of the Equipment, then ClearCom’s installation work will cease until Client, at Client’s sole cost and expense, removes such Hazardous Materials. Upon installation, ClearCom shall instruct Client in the proper use of the Equipment and provide Client all passwords and access codes ClearCom in its sole discretion determines necessary for such use. Client shall comply with such instructions, and with all laws, codes, and regulations pertaining to the Premises and Client’s use of the Equipment or the Services. ClearCom shall have the right to subcontract the Service under this Paragraph in whole or in part

(ii) Installation Delays or Interruptions. ClearCom shall not be liable for any damage or loss sustained by Client as a result of delay in installation of the Equipment, failure of any of the Equipment, or for interruption of any of the Services due to inclement weather, electric failure, strikes, walk-outs, war, acts of God, or other causes, including ClearCom’s negligence in the performance of this Agreement. Any estimated installation date is not a definite completion date and time is not of the essence.

(iii) Suitable Installation and Operating Conditions. Client shall furnish, at Client’s sole cost and expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, ClearCom in its sole discretion determines necessary to install the Equipment or provide the other Services. Furthermore, Client shall, at its sole cost and expense, maintain the Premises in a manner suitable for the Equipment’s operation at the Premises.

(b) Maintenance Services. THIS SUBPARAGRAPH 2(b) APPLIES ONLY WHEN EQUIPMENT MAINTENANCE AND SERVICE IS SPECIFICALLY INCLUDED IN THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT. ClearCom agrees to inspect, maintain, and service the Equipment specified in the Agreement in good order and repair, including, as ClearCom in its sole discretion determines necessary from time to time, replacing the Equipment or components of the Equipment, at Client’s expense, with new or reconditioned equipment of like or better kind and quality. Communication software included with the Equipment, once installed, is in Client’s exclusive possession and control, and it is Client’s sole responsibility to test the operation of the communication software and to notify ClearCom if it is in need of repair. ClearCom shall not be required to service the communication software unless it has received notice from Client, and upon such notice, ClearCom shall service the communication software to the best of its ability within thirty-six (36) business hours. Any other Equipment repair or servicing shall be as ClearCom reasonably determines necessary, on a per-call request by Client, or based on any periodic Equipment inspections ClearCom may elect to undertake. All servicing, repairs, and replacements by ClearCom under this Agreement shall occur between the business hours of



9:00 a.m. and 5:00 p.m. (CST), Monday through Friday. Unless otherwise specifically provided in the Agreement, the price of the maintenance Services pursuant to this Subparagraph includes all labor for such inspection and maintenance Services. Except with respect to any Equipment leased by Client from ClearCom, if any, the cost of replacement parts and Equipment shall be paid by Client. Where Equipment is covered by a manufacturer's warranty ClearCom will provide reasonable assistance to Client in making a warranty claim. Notwithstanding any contrary provision in this Agreement, all Equipment repairs and servicing arising by Client's misuse of the Equipment or by any reason other than ordinary wear and tear of the Equipment or defects in the Equipment or the Services, shall be made by ClearCom but fully paid for, including labor, in advance by Client, and until such payment is made and without relieving Client of any of its obligations under this Agreement, ClearCom shall have no obligation to perform further Services under this Subparagraph. ClearCom shall have the right to subcontract any Service under this Paragraph in whole or in part.

(c) Monitoring Services.

(i) Central Office Monitoring. THIS SUBPARAGRAPH 2(c) APPLIES ONLY WHEN ALARM MONITORING IS SPECIFICALLY INCLUDED IN THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT. ClearCom shall program the Equipment to communicate with ClearCom's monitoring facility (the "Central Station"). Commencing on the Installation Date and continuing throughout the Term twenty-four (24) hours per day, seven (7) days per week, upon the Central Station's receipt of an alarm signal from the Equipment's communication software, ClearCom shall, in accordance with its standard response policies, make reasonable efforts to notify Client and the appropriate municipal police or fire department of the alarm signal. Client acknowledges that signals transmitted from the Premises directly to municipal police or fire departments are not monitored by ClearCom, and ClearCom has no responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that alarm signals from the Premises transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of, and are not maintained by, ClearCom, and, therefore, ClearCom has no responsibility or liability for any failure which prevents transmission signals from reaching ClearCom or any damages arising from such failure. Client agrees to furnish ClearCom with a written list of names and telephone numbers of those persons Client desires to receive from ClearCom or its designee communication center notification of alarm signals, and all changes and revisions to such list shall be supplied by Client to ClearCom in writing. Client authorizes ClearCom to access the control panel as often as ClearCom determines necessary to input or delete data and programming. If the Equipment contains listening devices permitting ClearCom to monitor sound, then upon receipt of an alarm signal, ClearCom shall monitor sound for so long as ClearCom in its sole discretion deems appropriate to confirm an alarm condition. If Client requests ClearCom remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Client shall pay ClearCom \$20.00 for each such service. ClearCom is authorized to record and maintain audio and video transmissions, data and communications, and ClearCom shall at all times exclusively own and control such transmissions, data, and communications. In its sole discretion, ClearCom may amend or discontinue any of its policies and procedures for alarm response. Also, Client acknowledges and agrees that any special instructions provided by Client to ClearCom for the handling of alarm signals must be presented and agreed to by ClearCom in writing. ClearCom, in its sole discretion, may reject Client's special instructions. Client understands that any deviation from ClearCom's normal alarm handling procedures may result in increased risk of loss or damage to ClearCom and the Premises. ClearCom shall have the right to subcontract any monitoring service under this Subparagraph 2(c) in whole or in part. ClearCom shall have the right to subcontract any monitoring service under this Subparagraph 2(e) to a third party provider in whole or in part, in which case, the third party provider's monitoring facility shall be the Central Station referenced herein, and ClearCom shall have no liability for the third-party provider's acts or omissions with respect to the performance of the contracted Services provided ClearCom has used reasonable care in the selection of the third-party provider.

(ii) Client Duties. Client agrees to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to the Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with the Equipment's operation; (d) notify ClearCom immediately if a problem with the Equipment occurs; (e) obtain, and maintain throughout the Term, all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; and (g) provide ClearCom any emergency information it may request; (h) notify us prior to any change or disconnection in Client's phone or internet service; and (i) not repair or service the Equipment or permit anyone other than ClearCom to repair or service the Equipment. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

(d) Managed IT Services. THIS SUBPARAGRAPH 2(d)APPLIES ONLY WHEN MANAGED IT SERVICES ARE SPECIFICALLY INCLUDED IN THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT. ClearCom will provide Client with the managed IT Services specifically enumerated in the Agreement. The provision of additional managed IT Services by ClearCom for Client will be subject to additional charges at ClearCom's then current rates. Client must maintain the following environmental conditions for the full term of the Managed IT Services: (a) All servers with Microsoft Windows operating systems must be running a fully supported version of Windows Server, and have all of the latest Microsoft service packs and critical updates installed. (b) All desktop PC's and notebooks/laptops with a Microsoft Windows operating system must be running a fully supported version of Windows, and have all of the latest Microsoft service packs and critical updates installed. (c) All server and desktop software must be genuine, licensed, and vendor-supported. (d) The environment must have a currently licensed, up-to-date, vendor-supported server based antivirus solution protecting all servers, desktops, notebooks/laptops, and email. (e) The environment must have a currently licensed, vendor-supported server based backup solution that can be monitored, and send notifications on job failures and successes. (f) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet. (g) All wireless data traffic in the environment must be securely encrypted. (h) There must be an outside static IP address assigned to a network device, allowing RDP or VPN access. Costs required to bring Client's environment up to the above standards are not included in this Agreement. ClearCom does not promise uninterrupted or error free service with respect to Services provided pursuant to this Subparagraph, and shall have no responsibility for circumstances beyond its control, including, without limitation, acts or omissions of others, or force majeure events. Unless otherwise expressly provided in the Agreement, Client is solely responsible for backing up its own systems and data. Notwithstanding the fact that ClearCom may assist Client in implementing a system for backups and disaster recovery, Client is solely responsible for activating, managing, and verifying system and data backups and any other component of the disaster recovery system. CLEARCOM SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES, EQUIPMENT, OR SOFTWARE, OR THE USE THEREOF, WILL BE AVAILABLE, SECURE FROM VIRUSES, RANSOMWARE ATTACKS OR OTHER SECURITY BREACHES, OR FREE OF DEFECTS, ERRORS OR MALICIOUS CODE, OR WILL BE UNINTERRUPTED. CLEARCOM DOES NOT GUARANTY THAT ANY SERVICES, EQUIPMENT, OR SOFTWARE PROVIDED, OR THE USE THEREOF, OR ANY CLIENT DATA DISSEMINATED OR OTHERWISE USED IN CONNECTION THEREWITH, WILL BE SECURE. ClearCom shall have the right to subcontract any Service under this Paragraph in whole or in part.

(e) Cloud Hosting Services. THIS SUBPARAGRAPH 2(e)APPLIES ONLY WHEN CLOUD HOSTING SERVICES ARE SPECIFICALLY INCLUDED IN THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT. ClearCom will provide Client with the cloud hosting Services specifically enumerated in the Agreement. The provision of additional cloud hosting Services by ClearCom for Client will be subject to additional charges at ClearCom's then current rates. Client is responsible for identifying and authenticating all users, for approving access by such users to the Services provided under this Subparagraph, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords, and account information. ClearCom is not responsible for any harm caused by Client's users, including individuals who were not authorized to have access to the Services provided under this Subparagraph but were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Client. Client is responsible for all activities that occur under its usernames, passwords, or accounts, or as a result of Client's access to the Services under this Subparagraph and agrees to notify ClearCom immediately of any unauthorized use. ClearCom shall have the right to subcontract any cloud hosting service under this Subparagraph 2(e) to a third party provider in whole or in part, in which case: (i) ClearCom shall have no liability for the third-party provider's acts or omissions with respect to the performance of the contracted Services provided ClearCom has used reasonable care in the selection of the third-party provider; and (ii) Client will be responsible for complying with any authorized use policy of such third party provider.

Client agrees not to use or permit use of the Services provided for in this Subparagraph, including by uploading, emailing, posting, publishing, or otherwise transmitting any material, including Client's content, Client's applications, and third-party content, for any purpose that may: (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam", or chain letters, (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances, or regulations. In addition to any other rights afforded to ClearCom under this Agreement, ClearCom reserves the right to, but has no obligation to, take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. ClearCom shall have no liability to Client in the event that ClearCom takes such action. Client shall be responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all of its content and applications. Client agrees to defend and indemnify ClearCom against any claim arising out of a violation of its obligations under this Subparagraph. Client is required to accept all patches, bug fixes, updates, maintenance, and service packs (collectively, "Patches") necessary for the proper function and security of the Services provided pursuant to this Subparagraph as such Patches are released. Except for emergency and security related maintenance activities, ClearCom will coordinate with Client with respect to the scheduling of Patches. ClearCom does not guaranty that: (a) the Services pursuant to this



Subparagraph will be performed error-free or uninterrupted, or that ClearCom will correct all service errors, (b) the Services will operate in combination with Client's content or applications, or with any other hardware, software, systems, or data not provided by ClearCom, or (c) the Services will meet any particular requirements, specifications, or expectations that are not specifically set forth in the Agreement. Client acknowledges that ClearCom does not control the transfer of data over communications facilities, including the internet, and that the Services provided pursuant to this Subparagraph may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. ClearCom is not responsible for any delays, delivery failures, or other damage resulting from such problems. ClearCom is not responsible for any issues related to the performance, operation, or security of the Services provided pursuant to this Subparagraph that arise from Client's content, Client's applications, or third-party content. ClearCom does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of their party content, and disclaims all liability arising from or related to third party content.

(f) Premises Access and Alterations. Client grants ClearCom such access to the Premises as ClearCom determines necessary to perform the Services described in this Paragraph 2. ClearCom is authorized to alter the Premises in any manner ClearCom determines necessary to perform the Services, including, without limitation, drilling holes, driving nails, and attaching Equipment with screws, bolts, or other hardware. Client certifies that Client is authorized to grant ClearCom the Premises access and alteration rights described in this Paragraph.

(g) Lien Notice. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLEARCOM NOTIFIES CLIENT THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CLEARCOM, ARE THOSE WHO CONTRACT DIRECTLY WITH CLIENT OR THOSE WHO GIVE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLEARCOM AGREES TO COOPERATE WITH CLIENT AND CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

3. Equipment.

(a) Sale of Equipment. THIS SUBPARAGRAPH 3(a) APPLIES ONLY WHEN THE PURCHASE AND SALE OF EQUIPMENT IS SPECIFICALLY INCLUDED UNDER THE AGREEMENT. ClearCom hereby warrants to Client that for a period of ninety (90) days from the installation date (the "Warranty Period"), the Equipment shall be free from defects in materials and workmanship. ClearCom agrees to make, without cost to Client, all repairs and replacement of defective Equipment, provided Client notifies ClearCom in writing of such defective Equipment within the Warranty Period. In performing work covered by this warranty, ClearCom reserves the option to either repair the defective Equipment or replace the defective Equipment with reconditioned or substitute Equipment of equal quality at time of replacement. This warranty does not cover battery replacement, reprogramming, or any damage to the Equipment or any of its components caused by: (a) accident, lightning, storms, natural disasters, accidents, acts of God, strikes, riots, floods, electrical surge, wire or foil breaks, terrorism or any cause beyond ClearCom's reasonable control; (b) misuse; (c) repair service, modification, or improper installation by anyone other than ClearCom; (d) Client's failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; or (e) telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment. CLEARCOM IS NOT THE MANUFACTURER OF THE EQUIPMENT AND OTHER THAN CLEARCOM'S LIMITED WARRANTY DESCRIBED IN THIS PARAGRAPH, CLIENT AGREES TO LOOK EXCLUSIVELY TO THE MANUFACTURER OF THE EQUIPMENT FOR REPAIRS OR REPLACEMENTS UNDER THE MANUFACTURER'S WARRANTY COVERAGE, IF ANY. EXCEPT AS SET FORTH IN THIS PARAGRAPH, CLEARCOM MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS, REGARDING THE EQUIPMENT'S AND/OR THE SERVICES' CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR ANY PURPOSE. CLIENT'S EXCLUSIVE REMEDY FOR CLEARCOM'S BREACH OF THIS AGREEMENT OR NEGLIGENCE TO ANY DEGREE UNDER THIS AGREEMENT IS TO REQUIRE CLEARCOM TO REPAIR OR REPLACE, AT CLEARCOM'S OPTION, ANY EQUIPMENT WHICH IS NON-OPERATIONAL. THIS WARRANTY GIVES CLIENT SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. CLEARCOM'S OBLIGATIONS UNDER THIS PARAGRAPH ARE FOR CLIENT'S BENEFIT ONLY, AND MAY NOT BE ENFORCED BY ANY OTHER PERSON. This warranty applies only to Equipment installed by ClearCom. Client must furnish the necessary electrical power at Client's expense to obtain warranty services. Charges for non-covered repairs will be at ClearCom's then-current labor and material rates, including a



minimum visit or trip charge. ClearCom is not the developer of any software sold, leased, or licensed to Client under this Agreement. It is agreed that the only warranty provided under this Agreement with respect to any software purchased, leased, or licensed by Client from ClearCom under this Agreement will be the warranty or warranties offered by the developer of the software. CLEARCOM SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES, EQUIPMENT OR SOFTWARE, OR THE USE THEREOF, WILL BE AVAILABLE, SECURE FROM VIRUSES, RANSOMWARE ATTACKS OR OTHER SECURITY BREACHES, OR FREE OF DEFECTS, ERRORS OR MALICIOUS CODE, OR WILL BE UNINTERRUPTED. CLEARCOM DOES NOT GUARANTY THAT ANY SERVICES, EQUIPMENT OR SOFTWARE, OR THE USE THEREOF, OR ANY CLIENT DATA DISSEMINATED OR OTHERWISE USED IN CONNECTION THEREWITH, WILL BE SECURE.

(b) Lease of Equipment. THIS SUBPARAGRAPH 3(b) APPLIES ONLY WHEN EQUIPMENT LICENSE/RENTAL IS SPECIFICALLY INCLUDED UNDER THE AGREEMENT.

(i) Ownership. ClearCom owns all leased Equipment, if any, and at all times retains all ownership of the Equipment despite this Agreement. Client does not, and shall not at any time, have any ownership right, interest, or claim in or to any leased Equipment under this Agreement or otherwise, and shall not sell, transfer, lease, mortgage, borrow against, pledge, or otherwise create a legal or equitable interest by any third party in any leased Equipment. Upon expiration or earlier termination of this Agreement, ClearCom shall have the right to enter the Premises and remove any leased Equipment at such time(s) ClearCom determines reasonable, and Client shall cooperate with such entry and removal. ClearCom's removal of any leased Equipment from the Premises shall not constitute a waiver or satisfaction of any sums payable by Client, or any claims ClearCom may have against Client, under this Agreement. ClearCom has no obligation to repair or redecorate the Premises after ClearCom's removal of any leased Equipment. ClearCom shall not be deemed to have abandoned any leased Equipment at the Premises unless ClearCom delivers to Client a written abandonment notice.

(ii) Insurance. Throughout the Term, Client must keep any leased Equipment insured on an "all risk" basis in an amount equal to its replacement cost, and cause its insurance company to list ClearCom as "loss payee" under such insurance policy. Insurance policies maintained by Client under this Paragraph shall not be terminable without 30 days' prior written notice to ClearCom. Upon ClearCom's request, Client shall provide ClearCom with a Certificate of Insurance (or such other proof of insurance ClearCom requests) verifying such insurance coverage.

(iii) Financing Statement: ClearCom shall have the right, in its sole discretion, to file a UCC financing statement or other statement of interest to notify third parties of its ownership of the Equipment.

4. Automatic Term Renewal. If a Term is specified in the Agreement, then the Term shall automatically renew for successive one (1) year renewal terms under the same terms and conditions applicable to the original Term except as otherwise specifically stated in the Agreement, unless either party terminates this Agreement by providing to the other party, by certified mail return receipt requested, a written termination notice at least ninety (90) days prior to then scheduled expiration date of the Term (the "Expiration Date"), and in the event a party provides such termination notice, the Term shall terminate on the Expiration Date. Notwithstanding the above, in the event the Agreement would constitute a "Business contract" under section 139.49(1)(a) if not for the notice provisions of this sentence, then Client may also terminate this Agreement during any one year renewal term by providing the notice described in section 139.49(1)(a)11 of the Wisconsin statutes.

5. Charges. Unless otherwise specifically provided in the Agreement, Client agrees to pay ClearCom the Charges as and when due under this Agreement. ClearCom shall periodically invoice the Charges to Client, and Client shall pay each invoice within thirty (30) days of receipt. Client shall pay ClearCom interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, on all sums payable by Client under this Agreement not paid by the due date. The "Charges" shall also include, and Client shall additionally pay to ClearCom, reimburse ClearCom if it pays, and indemnify, defend and hold harmless ClearCom from and against, all: (a) false alarm fines and assessments; (b) police, fire department, and other governmental fees for alarm responses; (c) all taxes, permit fees, license fees, and other fees and charges of any governmental authority that relate to the Equipment or the Services, other than taxes assessed on ClearCom's net income; (d) all telecommunications charges for area code, telephone numbering or other changes; (e) ClearCom's then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (f) any increases in ClearCom's costs for facilities used for transmitting alarm signals under this Agreement; (g) ClearCom's charges resulting from services we may add to continue to provide the Services to Client, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements; (h) ClearCom's costs of modifying the Equipment due to changes in standards and regulations of governmental or regulatory authorities; (i) ClearCom's then-standard service charge if ClearCom responds to a service call or alarm at the Premises which is due to Client's failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to



any of the Equipment; (j) ClearCom's charges, on a time and materials basis, for modifying or re-installing the Equipment on account of a change to Client's telephone or internet provider; and (k) ClearCom's costs of purchasing new Equipment if Client denies ClearCom a reasonable opportunity to remove leased Equipment from the Premises upon expiration or earlier termination of this Agreement.

6. Limited Warranty. The only warranties provided by ClearCom to the Client pursuant to the Agreement are the express warranties set forth in Subparagraphs 2(a)(i) and 3(a) above. EXCEPT AS PROVIDED IN THE PREVIOUS SENTENCE, CLEARCOM MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS, REGARDING THE EQUIPMENT AND/OR THE SERVICES, THEIR MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. Client acknowledges that any affirmation of fact or promise made by ClearCom shall not be deemed to create an express warranty unless included in this Agreement in writing, that Client is not relying on ClearCom's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties which extend beyond those specified in this Agreement.

7. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER CLEARCOM NOR ANY OF ITS OWNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS SHALL HAVE ANY LIABILITY TO CLIENT OR ANY ENTITY OR PERSON FOR ANY CLAIM, DEMAND, LOSS, DAMAGE, INJURY (INCLUDING DEATH), LIABILITY, DATA LOSS OR BREACH, OR OTHER EXPENSE (COLLECTIVELY, "LOSSES") ARISING OUT OF, RESULTING FROM, OR IN ANY WAY DUE OR ATTRIBUTABLE TO THIS AGREEMENT, THE EQUIPMENT, OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONDITION, NONFUNCTION, MALFUNCTION, FAULTY DESIGN, FAULTY INSTALLATION, OR FAILURE IN ANY RESPECT OF THE EQUIPMENT OR THE SERVICES TO OPERATE OR PERFORM AS INTENDED, REGARDLESS OF WHETHER ARISING OUT OF THE NEGLIGENT ACT OR OMISSION OF CLEARCOM, AND/OR ITS OWNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND/OR SUPPLIERS. CLEARCOM IS NOT LIABLE UNDER ANY CIRCUMSTANCE FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY CLIENT, CLIENT'S DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT, CLEARCOM IS DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES, CLIENT'S CLAIMS AGAINST CLEARCOM, AND/OR ITS OWNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND/OR SUPPLIERS, SHALL BE LIMITED TO THE GREATER OF \$250.00 OR FIVE PERCENT (5%) OF THE TOTAL CHARGES PAYABLE BY CLIENT UNDER THIS AGREEMENT; AND THIS AMOUNT IS CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ALL LOSSES, EVEN IF CAUSED BY CLEARCOM'S NEGLIGENCE (AND/OR THAT OF ITS OWNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND/OR SUPPLIERS), BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT CLIENT'S REQUEST, CLEARCOM MAY IN ITS SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT (EXECUTED BY CLEARCOM AND CLIENT) TO THIS AGREEMENT STATING THE EXTENT OF CLEARCOM'S ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO CLIENT. CLIENT AGREES THAT WERE CLEARCOM TO HAVE LIABILITY GREATER THAN THAT STATED IN THIS PARAGRAPH, CLEARCOM WOULD NOT PROVIDE THE EQUIPMENT OR THE SERVICES. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED AS INSURANCE COVERAGE.

8. Indemnity. Client shall indemnify, defend, and hold harmless ClearCom, and its owners, employees, agents, subcontractors, and suppliers, from and against: (a) any and all third-party claims, damages, liabilities, and losses (including attorneys' fees and all other costs and liabilities incurred in connection with any action or proceeding brought with respect thereto) arising from or relating to this Agreement, the Equipment, or the Services, including, without limitation, the condition, nonfunction, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or the Services to operate or perform as intended, regardless of whether arising out of the negligent act or omission of ClearCom, and/or its owners, employees, agents, subcontractors, and suppliers; (b) all damages to the equipment arising by customer's misuse of the equipment or by any reason other than ordinary wear and tear of the equipment or defects in the equipment or the services. Client's obligations under this Paragraph shall survive expiration or earlier termination of this Agreement; and (c) all damages and losses (including reasonable attorneys' fees) incurred by ClearCom as a result of Client's breach of this Agreement.

9. Waiver of Consequential Damages. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, CLEARCOM SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANY PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF CLEARCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. ClearCom is Not an Insurer; Damage to Client Possible. ClearCom does not represent or warrant that the Equipment or the Services will not fail or be compromised or circumvented, or that the Equipment or the Services will prevent any loss to Client or any third party by burglary, theft, hold-up, fire, smoke, or otherwise; or that the system will in all cases provide the protection for which it is installed. Notwithstanding any contrary provision in this Agreement, Client agrees that: (a) ClearCom is not an insurer of Client, persons working or otherwise present at Client's Premises, or of Client's Premises or its contents; (b) it is Client's responsibility to obtain adequate insurance covering Client, the Premises and its contents, Client's employees, invitees and other affected persons and property; (c) ClearCom's charges are based on the deterrence and other value of the Equipment and the Services ClearCom provides and ClearCom's limited liability under this Agreement, and are not based on the value of the Premises or its contents, or the likelihood or potential extent or severity of injury to persons (including death) or property; and (d) the Equipment and the Services may not always operate as intended for various reasons, including ClearCom's negligence or other fault. ClearCom cannot predict the potential amount, extent, or severity of any damages or injuries that may be incurred by Client or other persons which could be due to the failure of the Equipment or the Services to work as intended. As such: (1) Client agrees that the limits on our liability and the waivers and indemnitees set forth in this Agreement are a fair allocation of risks and liabilities between Client, ClearCom, and any affected third parties; (2) Client will look exclusively to its insurer for financial protection from such risks and liabilities; and (3) except as specifically provided in this Agreement, Client waives all rights and remedies against ClearCom and its subcontractors, including all rights of subrogation, that Client, any insurer or any other third party may have due to any losses or injuries Client or others may incur in connection with this Agreement. This Paragraph shall survive expiration or earlier termination of this Agreement.

11. Termination, Default, and Remedies. ClearCom may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at ClearCom's option and without liability if: (a) ClearCom's Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for ClearCom to continue the Services; (b) ClearCom cannot acquire or retain the transmission connections or authorization to transmit signals between the Premises and the Central Station or between the Central Station and any emergency response providers; (c) ClearCom determines that it is impractical to continue the Services due to the modification or alteration of the Premises after installation of the Equipment; or (d) the Equipment generates excessive false alarms due to circumstances beyond ClearCom's reasonable control. Additionally, upon thirty (30) days' prior notice to Client, ClearCom may terminate this Agreement for any other reason at ClearCom's discretion. If ClearCom terminates this Agreement for any of the foregoing reasons in this Paragraph, then we will refund any advance Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. Furthermore, Client shall be in breach, and ClearCom may, at ClearCom's option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if (each a "Termination for Cause"): (1) Client fails to pay as and when due any Charges or other amounts due under this Agreement or any other Agreement between Client and ClearCom; (2) any representation Client has made under or in connection with this Agreement or any other Agreement between Client and ClearCom is materially untrue; (3) Client breaches any warranty contained in this Agreement or in any other Agreement between Client and ClearCom; (4) Client otherwise fails to comply with any non-monetary obligation or covenant contained in this Agreement or in any other Agreement between Client and ClearCom, and such failure continues for thirty (30) days after ClearCom provides written notice to Client; (5) Client denies ClearCom reasonable access to the Equipment located at the Premises; or (6) Client becomes a debtor in a bankruptcy or other insolvency proceeding. The Charges under this Agreement are based on Client's Agreement to receive and pay for the Services for the entire Term. ACCORDINGLY, IN THE EVENT OF A TERMINATION FOR CAUSE (OR ANY TERMINATION OF THIS AGREEMENT FOR ANY REASON OTHER THAN CLEARCOM'S MATERIAL DEFAULT), CLIENT SHALL PAY TO CLEARCOM, AND BE LIABLE TO CLEARCOM FOR, ALL OF THE CHARGES THAT WOULD HAVE BEEN PAYABLE BY CLIENT UNDER THIS AGREEMENT FOR THE REMAINING TERM OF THIS AGREEMENT BUT FOR THE EARLY TERMINATION OF THIS AGREEMENT, PLUS ALL UNPAID CHARGES ACCRUING UNDER THIS AGREEMENT PRIOR TO THE EARLY TERMINATION.

12. Attorneys' Fees. In addition to all other Charges and sums payable by Client under this Agreement, Client shall pay to ClearCom all reasonable costs, fees, and expenses incurred by ClearCom in connection with the enforcement of this Agreement, including, without limitation, collection expenses, court costs, and reasonable attorneys' fees.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall collectively constitute one and the same agreement. Signatures delivered via facsimile, email, or other digital or electronic media shall be considered original signatures.

14. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin. Client consents to the jurisdiction of the courts of the State of Wisconsin situated Racine County and the United States District Court for the Eastern District of Wisconsin as the exclusive jurisdiction for the purpose of any suit, action or other proceeding arising in connection with this Agreement.

15. Clauses Severable. Any provision in this Agreement deemed invalid or unenforceable by any court of competent jurisdiction shall not invalidate or make unenforceable the remaining provisions of this Agreement. Each such invalid or unenforceable provision shall be severed from this Agreement and treated in all respects as if it never constituted a part of this Agreement.

16. Assignment. Client may not assign its rights under this Agreement without the prior written consent of ClearCom, which may be withheld in ClearCom's sole discretion, and any assignment of Client's rights under this Agreement to which ClearCom does not provide its prior written consent shall be null and void. ClearCom may assign its rights under this Agreement at any time and without notice to Client. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors, heirs, personal representatives, and permitted assigns.

17. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, CLIENT WAIVES CLIENT'S RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

18. Authority. Each individual executing this Agreement individually or on behalf of a party certifies that he or she is authorized to do so. Each party to this Agreement has the authority and power to enter into this Agreement and to consummate the transactions provided for in this Agreement.

19. Limitation of Action by Client. Any legal cause of action by Client against ClearCom under or in connection with this Agreement must be commenced within one (1) year after the accrual of such cause of action or be barred forever.

20. Relationship of Parties. ClearCom is an independent contractor, and not an agent or employee of Client.