

TERMS AND CONDITIONS

Customer agrees to pay for above selected services for a minimum of six (6) months for each type of service. If the service is terminated within the first six (6) months, the Customer must continue to pay the monthly service fee for the remainder of the initial 6-month term plus \$50 penalty fee. Both MTC and Customer may terminate this Agreement at any time, after the initial 6-month term, by giving written notice to the other. Such notice is effective when given and Customer is obligated to pay for service through the termination date. The initial term of the Agreement begins on the date when the service is installed. All charges are due upon receipt of invoice and if service is disconnected for nonpayment, a reconnect fee will be required for reestablishment of service.

MTC will retain ownership on the router and controller. Upon disconnection the Customer will be required to return all MTC equipment to MTC, or will be required to pay MTC an Unreturned Equipment Charge on each item of equipment.

MTC shall furnish the Wireless Router and/or Controller and remotely manage the equipment for the Customer during MTC's regular business hours (Monday-Friday, 8am-5pm, excluding holidays). As part of its remote management services, MTC will pair devices that are owned by the Customer and which Customer desires to connect to MTC's Router/Controller. Customer must notify MTC when Customer desires to connect the devices to MTC's Router/Controller and Customer shall be responsible for the compatibility of Customer's devices with MTC's equipment. MTC's pairing of the Customer's devices to MTC's Router/Controller shall be done remotely by MTC and any onsite connection shall be done by the Customer.

The performance of this agreement by MTC shall not include the management of Customer's devices, which shall remain the responsibility of the Customer, with the exception of the remote pairing of Customer's devices to the Controller. MTC is not agreeing to provide any type of monitoring services to Customer and will not monitor or manage any of Customer's devices, nor monitor the Router or Controller being furnished to Customer. **IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO MONITOR ALL OF CUSTOMER'S DEVICES AND THE ROUTER AND CONTROLLER FURNISHED BY MTC AND TO NOTIFY MTC IF ANY DEVICES STOP WORKING.**

If MTC's equipment becomes defective, such will be repaired or replaced by MTC, as part of the service Agreement. The replacement or repair of the leased equipment furnished by MTC shall be the exclusive remedy of Customer and the sole liability of MTC and is exclusive and in lieu of all other warranties, whether written, oral, implied or expressed.

MTC shall not be responsible for any consequential damages that may be suffered by Customer as a result of MTC's failure to perform any remote management services or as a result of the failure, malfunction or non-function of the equipment furnished by MTC. MTC shall not be liable for any delay in the performance of its remote monitoring services due to causes beyond its reasonable control.