

## **General Terms and Conditions Applying To All SECOM Services:**

1. Customer's Obligations. Customer shall be required to provide adequate electrical power, a suitable cable access route, environment, and space for SECOM's equipment and to pay for any damages caused to SECOM's equipment by Customer's negligence or willful acts or by fire, electrical or lightning surges or any other cause except SECOM's equipment malfunction; Customer shall make SECOM's equipment located on Customer's premises available for maintenance in a timely manner; and shall pay SECOM's charges for time and material resulting from problems which were caused by Customer or Customer's equipment. Any SECOM equipment shall remain the property of SECOM and shall not become part of the real estate.

2. Payment and Cancellation. Payment for all charges and governmental taxes and assessments on the Service is due within ten days of receipt of invoice. In the event Customer fails to pay SECOM's invoice in full on or before thirty (30) days after the due date, Customer shall also pay a late fee in the amount of the lesser of 1.5% of the unpaid balance per month or the maximum lawful rate. SECOM shall also have the right, after giving Customer ten (10) days written notice, to cancel or suspend all Services until Customer has paid any arrearages, including any late fees as specified herein.

3. Force Majeure. Notwithstanding anything herein to the contrary, SECOM shall not be liable to Customer or any other party for any failure of performance if such failure is due to any cause or causes beyond the reasonable control of SECOM including, but not limited to, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any governmental action or any national emergencies, insurrections, riots, wars, strikes or other labor difficulties, supplier failures, or shortages.

4. Limitation of Liability of SECOM; Warranties. THE ENTIRE LIABILITY OF SECOM OF WHATEVER NATURE ARISING OUT OF THE PROVISION OF ANY SERVICE HEREUNDER, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE FIXED MONTHLY CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE SERVICE OR EQUIPMENT, OR ANY OTHER EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS. IN NO EVENT SHALL SECOM BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE LOSS OF PROFITS, REVENUES OR DATA OR INACCURATE DATA, EVEN IF ADVISED OF THE FORSEEABILITY OF SUCH DAMAGES. SECOM DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Cancellation; Liability. If, prior to the end of the term, (A) SECOM terminates the Service because of Customer's breach, or (B) if Customer terminates the Service and/or the Master Agreement for reasons other than a breach of this Master Agreement by SECOM, or if SECOM repeatedly fails to provide uninterrupted service (with an interruption being defined as without service at the Demarcation point for more than 4 hours for reasons other than listed in Paragraph 3 (Force Majeure)) and fails to cure defects within 3 working days of written notice from Customer, then Customer will be responsible for paying SECOM a termination charge equal to (i) any installation charges or other charges or costs which have been incurred by SECOM in directly providing Customer with the Service and which were waived by SECOM, plus (ii) the difference between the actual monthly recurring charges to Customer for the terminated Service and the monthly charges which Customer would have been payable to SECOM if the Master Agreement had been for month-to-month service, based on the most recent SECOM standard Service prices available, multiplied by the number of months the service was in use, plus (iii) 50% of remaining term of agreement.

6. Additional Provisions. (A) Failure of SECOM to give notice of default or to enforce compliance with any condition of the Master Agreement, the waiver of any condition or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement; (B) SECOM shall be entitled to attorneys fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Master Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof; (C) the Service provided by SECOM is subject to the condition that it will not be used for any unlawful purpose; (D) any modification to this Master Agreement must be in a writing signed by both parties and Customer acknowledges that no representation, promise, inducement or statement of intention has been made by SECOM which is not included herein; (E) if any part of this Master Agreement, including all documents given in connection with this Master Agreement, shall be held unenforceable, the remainder of this Master Agreement shall remain in full force and effect; (F) descriptive headings in this Master Agreement are for convenience only and shall not affect the construction of the Master Agreement; (G) Customer grants SECOM the right to perform all of its obligations under this Agreement. Upon expiration or termination of this Agreement, SECOM has the right to enter Customer's premises during normal business hours, with one business day notice, in order to remove all SECOM equipment; (H) this Agreement shall be enforced in accordance with the laws of the State of Colorado without consideration of Conflict of Laws provisions; (I) if this circuit includes Internet connectivity, Customer agrees to abide by SECOM's Internet Acceptable Use Policy (AUP) which will be attached to this contract.

7. Notice. Notices to the parties under this Master Agreement shall be effective if in writing and delivered in person or by United States First Class Mail, postage prepaid, to the person who signed this Master Agreement at the address appearing on the Master Agreement or such other address as a party provides to the other party by proper notice hereunder. The effective date of any notice under this Master Agreement shall be the date of delivery of such notice, not the date of sending.

8. Taxes and Additional Charges. Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities, or any presubscribed interchange carrier charges, if any, charged to or against SECOM or Customer because of the Services furnished by SECOM, shall be paid by Customer in addition to the regular charges under this Master Agreement.

9. Subject to Laws. The SECOM Services are subject to all applicable federal, state and local laws, and regulations, rulings and orders or governmental agencies, and SECOM's applicable Tariffs and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either party may terminate its obligations without liability with regard to the SECOM Service if ordered to do so by a court or other governmental agency or if such order or ruling would make it impossible for either party to carry out its obligations under this Master Agreement.