

SKY ALERT SECURITY SOLUTIONS, LLC
SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is effective as of the date (the “**Effective Date**”) indicated on the order confirmation (“**Order Confirmation**”) and is by and between **SkyAlert Security Solutions, LLC** also doing business as Sky Alert SOS (the “**Company**”) and the person(s) whose name(s) appear(s) under the words “**Member Information**” or “**Member and User**” and, if different, the person (“**Payer**”) whose name appears under the words “**Payer Information**” on the “**Order Confirmation**” or “**Payer or Billing**” on the Company website. Member and Payer are sometimes referred to as “**you**” or “**your**.” The Company is sometimes referred to as “**we**,” “**us**” or “**our**.” “**Equipment**” refers to the Company’s SOS Fob and Safe Hub Phone App(s) and any other accessories or devices provided to you by Company.

READ THESE TERMS AND CONDITIONS CAREFULLY. THIS AGREEMENT CONTAINS IMPORTANT TERMS GOVERNING THE SERVICES PROVIDED BY THE COMPANY, YOUR RESPONSIBILITIES AND OUR OBLIGATIONS, AND INCLUDES LIMITS ON OUR LIABILITY, INDEMNITY AND OTHER IMPORTANT CLAUSES.

- 1. Agreement to Provide Services and Equipment.** We agree to provide to you the Equipment and monitoring services (the “**Monitoring Services**”) as described below. Member and Payer agree to make the payments, perform the obligations, and be bound by the terms of this Agreement, as described below.
- 2. Services; Related Terms.**
 - 2.1. Delivery of Equipment.** The Company will provide to you the Equipment, which shall be in good operating condition upon delivery. You agree to test the Equipment and confirm that, upon activating the transmitting device, the Equipment will contact a monitoring facility.
 - 2.2. Description of Monitoring Services.** The Monitoring Services consist solely of alerting the persons, entities or agencies (“**Responders**”) identified by you upon receipt by a monitoring facility of data or other communication from the Equipment reporting an event at your location that requires assistance (a “**Response Condition**”). Following receipt of notice of a Response Condition, the monitoring facility will call the Responders; provided, however, before alerting any Responders, the monitoring facility may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Member as frequently as it deems appropriate to verify the need to alert Responders to the Response Condition. After receiving oral advice from you or any third-party designated by you to disregard the Response Condition, the monitoring facility may, in its sole and absolute discretion and without any liability, call the Responders, or refrain from alerting the Responders or advise the Responders of the receipt of oral advice to disregard the Response Condition.
 - 2.3. Ownership of Equipment.** The Company will provide you with your Equipment at the onset of this Agreement. You will own the equipment.
 - 2.4. Start of Service.** Company makes no promise of commencement of Monitoring Services by any particular date. Monitoring Services will commence only after (1) all required information to be provided by Member is entered into the computer system for the monitoring facility; (2) an acceptable test of the Equipment is received by the monitoring facility; and (3) Member or Payer has made the initial payment required by Section 4.1.

- 2.5. **Use of Subcontractors.** The Company contracts with other companies for the provision of the Monitoring Services to be provided under this Agreement.
- 2.6. **Repair Service.** Following Company's receipt of written notice from you that your Equipment was damaged or otherwise is not functioning properly due to no fault of your own, the Company may, at its election, replace or repair the Equipment, offer to allow you to purchase replacement Equipment, or take no action. Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing repair or replacement of the Equipment. All repairs or replacements of the Equipment shall be performed only by the Company or its designated subcontractors.
- 2.7. **Termination of Monitoring Services.** The Company's obligation to provide Monitoring Services shall terminate automatically as of the earlier to occur of (1) the date the Member or Customer contacts us to discontinue services; (2) interruption of the communications system through which the Equipment contacts the monitoring facility; or (3) notice to you from the Company of termination of this Agreement.

3. **Rights of Member; Rights of Payer.**

- 3.1. **Termination.** The Member or the Payer, as applicable, whose credit card, bank account or other payment method is used for payment under Section 4.1 may terminate this Agreement for any or no reason. The Member or Customer may not terminate this Agreement unless the Company receives written notification by the Member or Customer.
- 3.2. **Authority.** Member and Payer each have the rights:
 - 3.2.1. to make changes to all information provided by or for the benefit of Member, including without limitation the names, contact data or other information of Responders and those third-parties Member directs us to call in the event of a Response Condition;
 - 3.2.2. to designate up to two additional persons to make changes to the information described in Section 3.2.1;
 - 3.2.3. to receive from the Company a written billing statement upon Member's or Payer's written request; and
 - 3.2.4. to extend this Agreement or change the payment terms.
 - 3.2.5. Company has the right to rely on the information provided by Member or Payer without further inquiry.
- 3.3. **Privacy Policy.** The Company strives to protect confidential customer information in accordance with federal and state regulations on data privacy and security; to comply, we need to follow verification procedures prior to releasing confidential data. As a result, it may take several weeks to provide account information to a legal representative or designee of Member.

4. **Obligations and Acknowledgements of Member and Payer.**

- 4.1. **Payment of Monitoring Service Fees and Other Amounts Due.** You authorize us to charge Member's or Payer's credit card on file or debit Member's or Payer's checking account, or other payment method designated by Member or Payer and accepted by Company, either quarterly or annually in advance of service for the following:

- 4.1.1. payment of the Monitoring Service Fee in the amount stated on the Order Confirmation for the initial term and thereafter the amount of such fee then in effect on the date of each renewal period;
 - 4.1.2. late fees (if any); and
 - 4.1.3. other amounts due under this Agreement.
- 4.2. **Late Fees.** If a payment is not made for any reason (including an expired credit card or insufficient funds in a checking account), you agree to pay us a late fee for the administrative costs we incur in the amount of \$20.00 for each late payment or five percent (5%) of the amount of the late payment, whichever is greater.
- 4.3. **Credit Card Extensions.** Member and Payer authorize the Company, if a credit card is used for payment and the credit card company has extended the date, to update the credit card expiration date and continue billing the credit card.
- 4.4. **Payments Due Upon Termination.** Your obligation to make payments under Section 4.1 following termination pursuant to Section 3.1 shall continue as follows:
- 4.4.1. if the termination occurs within the first two (2) weeks of the month, the end of the current month; and
 - 4.4.2. if the termination occurs within the last two (2) weeks of the month, the end of the succeeding month.
- 4.5. **Representations, Warranties and Covenants.** Member and Payer, represent, warrant and covenant as follows:
- 4.5.1. Upon receipt of the Equipment, Member or Payer will review the User's Guide, Quick Start Guide, Installation Instructions, and/or Trouble Shooting Guide or any other guides or instruction manuals provided to Member or Payer by the Company, and will call the Company with any questions or concerns;
 - 4.5.2. Member or Payer will provide information necessary for Company to establish response procedures and notifications and to notify promptly the Company if the names, contact data or other information changes;
 - 4.5.3. Member will test the Equipment regularly (at least monthly);
 - 4.5.4. Member will notify the Company at least two (2) weeks prior to (1) moving from the current billing address; or (2) changing phone numbers;
 - 4.5.5. Member will notify the Company immediately if the Equipment is damaged or destroyed;
 - 4.5.6. Member or Payer will notify the Company when the authorized credit card or bank account information for payment of charges under this Agreement changes;
 - 4.5.7. Member will not use or store the Equipment in locations with excessive amounts of dust, place the Equipment in extremely hot or cold locations, disassemble or refit the Equipment, use other batteries in the Equipment; and
 - 4.5.8. Member will clean the Equipment with a piece of dry cloth and will not use chemicals or detergents to clean the Equipment.
- 4.6. **Restrictions on Use of Monitoring Services.** You understand, acknowledge and agree that certain laws, rules, regulations and ordinances of governmental authorities, utilities, businesses, homeowners associations and other entities may affect Member's rights or ability to use the Equipment, including fees or assessments for false alarms or other restrictions.

5. Other Agreements.

- 5.1. **Credit Reports.** You authorize and consent to credit investigations and the Company obtaining credit reports on your credit history, and Company providing information concerning you to credit reporting agencies.
- 5.2. **False Alarms; Forced Entry Damages.** If the monitoring facility receives notification of a Response Condition, you agree to (1) pay, without reimbursement from Company, and/or (2) reimburse Company (if it is required to pay), for any fines, fees, costs, expenses or penalties assessed against you or Company by any court, governmental agency, or other applicable person. Company has no control over response times for Responders. You hereby release Company and the Company representatives for and from all claims, losses and damages that may arise from any delayed response by Responders.
- 5.3. **Consent to Recording Calls.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees, hereby consent to Company or the monitoring facility intercepting, recording, retrieving, reviewing, copying, using and, subject to Company's privacy policy, disclosing the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Company and you or any person are parties.
- 5.4. **Waiver of Subrogation.** You waive any rights your insurance company or any other person may have to be reimbursed by Company or Company representatives for money paid to you or on your behalf.
- 5.5. **Indemnification.** If anyone other than you, including your insurance company, asks Company or Company representatives to pay for any loss, damage, cost or expense (including economic losses, property damage, personal injury, or death) arising out of or from, in connection with, related to, as a consequence of, or resulting from any reason, including:
- 5.5.1. the active or passive, sole, joint or several negligence of any kind or degree of Company or any of the Company representatives;
 - 5.5.2. the improper operation of the Equipment or the failure of the Equipment or the Company's system to operate,
 - 5.5.3. a breach of contract, or
 - 5.5.4. any claims for subrogation, indemnification or contribution,
 - 5.5.5. then, in such case, Member and Payer agree to defend, indemnify and hold Company or its representatives harmless (without any condition that Company or Company representatives first pay) from any and all such loss, damage, cost and expense, including attorneys' fees, which may be asserted against or incurred by Company or any of the Company representatives in connection with any and all such claims to the fullest extent permitted by applicable law. Your duty to indemnify, including the cost and duty to defend and hold Company and its Company representatives harmless shall include all of the Company's personnel-related costs, overhead, experts' fees, actual attorney's fees, court costs and all related expenses, including all fees and costs incurred to enforce and establish rights under this indemnification provision.
- 5.6. **Default.** If you breach this Agreement, without limiting Company's rights, and without any further notice, Company may retain all prepayments and you shall immediately pay Company:
- 5.6.1. all payments then due and payable, and
 - 5.6.2. eighty percent (80%) of all payments that would become due for the unexpired term as agreed upon damages and not as a penalty.

- 5.7. **Company Appointed as Your Agent.** You appoint Company as your agent, in Company's name, to give information and direction to Responder, directly or via any subcontractor of Company, as if done by you in your own right, concerning any and all matters arising out of or from the performance of Monitoring Services. You may revoke this authority by terminating this Agreement as provided in Section 3.1. No revocation or termination notice shall affect anything done (1) by Company in reliance hereon or (2) prior to actual receipt by Company of termination of this Agreement or revocation.

6. Limitations on Company's Liability and Responsibilities.

READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY LIMIT OUR LIABILITY. DO NOT USE THE EQUIPMENT IF YOU OBJECT TO ANY OF THE FOLLOWING PROVISIONS. IF YOU USE THE EQUIPMENT, YOU ARE AGREEING TO ACCEPT EACH OF THE FOLLOWING PROVISIONS.

- 6.1. **No liability for Phone Lines or Other Connectivity.** Due to the potential for service interruption or outages on phone lines, internet service or mobile phone systems or other communication systems, none of which are within the control of the Company, your connection to the monitoring facility is not guaranteed. In addition, the Company will have no liability to Members:
- 6.1.1. when Equipment is of the service area of the network provider;
 - 6.1.2. if the Help/SOS Button on the Equipment is reprogrammed so that it does not call the Company's monitoring center; or
 - 6.1.3. if emergency responders are unable to locate the Member because Equipment does not have a GPS or remote tracking device.
 - 6.1.4. The Company is not responsible for, and shall have no liability with respect to, service interruption, outages or failure of customer's telephone service.
- 6.2. **Use of Transmissions.** You hereby consent to our intercepting, recording, retrieving, reviewing, copying, using and disclosing the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication with you (or anyone using your phone) and us and our representatives or as necessary to carry out the provision of the Monitoring Services.
- 6.3. **Not Insurance.** Company is not an insurer. The Monitoring Service Fee is based solely upon the services Company provides hereunder and is premised and conditioned upon Company's limitation of liability and other rights arising under the risk allocation clauses contained in this Agreement. Accordingly, you should maintain insurance in an amount and with coverages sufficient to provide full and complete coverage for any loss, damage or expense that may be sustained by you, your family or others who may be on or adjacent to the Premises, including medical insurance, disability insurance, life insurance and property insurance.
- 6.4. **LIMITATION OF LIABILITY.** IF ANY CLAIM IS MADE OR LIABILITY IS ASSESSED AGAINST THE COMPANY, ANY OF ITS PRESENT OR FORMER DIRECT OR INDIRECT SHAREHOLDERS, MEMBERS, OWNERS OR PARTNERS, OR ANY PRESENT OR FORMER OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, TRUSTEE, REPRESENTATIVE, AGENT, EMPLOYEE, AFFILIATE, SUBSIDIARY, INSURER, ATTORNEY, ACCOUNTANT, PREDECESSOR, SUCCESSOR, ASSIGN, BENEFICIARY, HEIR, EXECUTOR, INSURER, ATTORNEY OR EMPLOYEE OF ANY OF THEM (COLLECTIVELY, "**REPRESENTATIVES**") FOR ANY LOSS, DAMAGE, COST OR EXPENSE FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, FINE,

ASSESSMENT OR ANY OTHER LOSS, DAMAGE, COST OR EXPENSE, INCLUDING ANY ECONOMIC LOSSES, OR OTHER LIABILITY ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE BY COMPANY OR ITS REPRESENTATIVES OF ITS OBLIGATIONS HEREUNDER, INCLUDING THE: (1) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR ANY OF ITS REPRESENTATIVES, WHETHER BEFORE OR AFTER THE SUBSCRIBER'S OR PAYER'S ACCEPTANCE OF THIS AGREEMENT, (2) IMPROPER OPERATION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT OR THE COMPANY'S SYSTEM TO OPERATE, (3) BREACH OF CONTRACT, OR (4) ANY CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION. ANY AND ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00, COLLECTIVELY FOR COMPANY AND ITS REPRESENTATIVES. NEITHER COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6.5. **Limited Warranty.** The Company shall provide to you any limited warranty which is provided to the Company from the supplier of the Equipment. The Company shall not provide any other warranty of any kind.

6.6. **Limitations on Warranty.** You acknowledge that, except as expressly set forth in Section 6.5:

6.6.1. any affirmation of fact or promise made by Company shall not be deemed to create an express warranty;

6.6.2. the Company does not make any representation or warranty, including any implied warranty or merchantability or fitness, that the Equipment or Monitoring Services may not be compromised or circumvented;

6.6.3. the Equipment or Monitoring Services will in all cases be used by you for the signaling, monitoring and response for which it was intended;

6.6.4. there are no express warranties that extend beyond those stated in this Agreement, and

6.6.5. all implied warranties, if any, coincide with the duration of this warranty.

6.6.6. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that may vary from state to state.

6.7. **Suspension or Interruption of Service.** All of Company's obligations are automatically suspended without notice to you and you hereby waive all claims and release Company for all liability, loss, damage and expense:

6.7.1. in the event of a breach of this Agreement by you, or

6.7.2. if the monitoring facility, the Equipment, or the applicable telephone communication lines and services are destroyed, damaged, inoperable or malfunction for any reason whatsoever. In each such event, the duration of such suspension shall be until the reason for the suspension is cured. Except for any suspension of service due to a breach of this Agreement by you, you shall be entitled to reimbursement of the unearned charge paid for the period of the suspension on your timely request and this shall be the limit of Company's liability. A request for reimbursement of unearned charges is timely if it is made within forty-five (45) days following the interruption of service.

7. Disputes, Controversies and Claims.

- 7.1. **Mediation; Arbitration; No Class Action Claim.** If any controversy or claim arises out of or relates to this Agreement or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation using any mediator as may be mutually agreed by the parties. If the parties do not resolve the controversy or claim through mediation within sixty (60) days, then either party that elects to pursue such controversy or claim shall, upon notice to the other, submit the controversy or claim, including without limitation any issues arising from any claims under the Agreement or the requirement for arbitration, and all related questions or differences, to binding arbitration to be held in Birmingham, Alabama using the American Arbitration Association's ("AAA") Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No arbitration under this Agreement may be maintained on behalf of a "class" of plaintiffs or multiple customers. The parties shall mutually agree to a single arbitrator; if they cannot agree on the identity of an arbitrator within sixty (60) days after the notice of arbitration is received, either party may submit a request to the AAA to appoint an arbitrator. The arbitration may take place by phone or other electronic means and shall be governed by the laws of the State of Alabama. The Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, shall govern the enforceability of the agreement to arbitrate in this Agreement. You acknowledge and agree that the Monitoring Services and this Agreement involve interstate commerce. The determination whether a dispute is or is not arbitrable shall be determined by the arbitrator. All claims, actions or proceedings by or against the Company or its agents or representatives must be commenced within one (1) year after the cause of action has accrued or said claim, action or proceeding is barred.
- 7.2. **Waiver of Jury Trial; Venue.** If for any reason the arbitration provisions of Section 7.1 are not applicable or not enforceable, you and Company each waive the right to trial by jury in any suit, action or other legal proceeding in connection with this Agreement. This jury trial waiver cannot be revoked. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the Circuit Court of Jefferson County, Alabama, Birmingham Division or the United States District Court for the Northern District of Alabama. You and Company each consent to the exclusive jurisdiction and venue of each such court in any such suit and waive any objection you may have to jurisdiction or venue of any such suit.

8. Term and Termination of the Agreement.

- 8.1. **Term and Renewal.** The initial term of this Agreement is from the Effective Date through the end of the time period indicated on the Order Confirmation. After the initial term, this Agreement shall renew automatically for equal, successive time periods, unless terminated pursuant to the terms of this Agreement.
- 8.2. **Termination by Member or Payer.** This Agreement may be terminated by Member or Payer pursuant to Section 3.1.
- 8.3. **Termination by the Company.** The Company may terminate this Agreement at any time for any or no reason upon ten (10) days' notice to Member. If the Company terminates this Agreement where you have not breached your obligations, the Company will refund any unearned and prepaid service charges.

9. Other Applicable Terms.

- 9.1. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Alabama without reference to its conflicts of law rules.

- 9.2. **Assignment.** This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company in its sole discretion.
- 9.3. **No Waiver of Breach.** Any waiver of any breach of this Agreement, by you or the Company, shall not be construed as a waiver of any subsequent breach. Your rights and Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
- 9.4. **Valid Agreement.** If any provision of this Agreement, or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. Following termination of this Agreement, Sections 4.5, 4.6, 5.4, 5.5, 6, 7 and 9 of this Agreement shall survive termination and continue to apply to you and the Company.
- 9.5. **Contractual Limitation of Actions.** All claims, actions or proceedings by or against Company or Representatives must be commenced within one (1) year after the cause of action has accrued, without extension of time, or said claim, action or proceeding is barred.
- 9.6. **Headings; Interpretation.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. In this Agreement, the word "including" is not a word of limitation but means "including, without limitation or example." The interpretation of this Agreement shall not be construed against the drafter.
- 9.7. **Electronic Media.** A copy of this Agreement transmitted and delivered by original, facsimile or e-mail shall be originals for all purposes. We may scan or convert this Agreement into an electronic or digital file and a copy of this Agreement printed from such file shall be given the same legal force and effect as the original.
- 9.8. **Integrated Agreement; Modifications.** This Agreement contains the entire agreement between you and us concerning the Equipment and Monitoring Services to be provided to you and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, written or oral, pertaining to such matters, all of which are merged into this Agreement. NO PERSON ACTING ON THE COMPANY'S BEHALF HAS ANY AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "**INDUCEMENT**") NOT EXPRESSLY STATED IN THIS AGREEMENT. BY EXECUTING THIS AGREEMENT OR USING THE EQUIPMENT AND MONITORING SERVICES, YOU REPRESENT THAT YOU ARE NOT RELYING ON ANY INDUCEMENT THAT IS NOT EXPRESSED IN THIS AGREEMENT.
- 9.9. **Amendments.** From time to time, upon not less than thirty (30) days prior notice to you, we may modify this Agreement. Your continued use of the Equipment, or payment of amounts due under this Agreement, after the date specified in the notice shall constitute your acceptance of the amendment and you shall thereafter be bound by the terms of this Agreement as so amended.
- 9.10. **Severability.** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision.

9.11. **Notices.** Any notice under this Agreement may be provided by a party to this Agreement in written format, whether delivered by U.S. Post Office, Fed Ex or other delivery service or by electronic means to the email address or other electronic address or device stated on the Order Confirmation.