<u>Installation</u>: Visionary Security Solutions LLC (the "Company") agrees to deliver and install a system (meeting the specifications stated on the Purchase Agreement) at the customers address (as stated on the Purchase Agreement) and to make any necessary inspection and tests to deliver such system to the Customer in operating condition and in accordance with the standard procedures in the industry. The installation will be completed within a reasonable length of time based on the conditions inherent at the Customer's premises and the Company's installation schedule. The Company assumes no liability for any delay in the installation of the system due to strikes, riots, floods, storms, earthquakes, fires, power failures, or any other cause beyond the control of the Company. The Customer shall retain and pay for all licenses, permits or other charges imposed by any government agency necessary for the installation and use of the system.

Retention of title and access: The system shall remain the personal property of the Company until fully paid for, and the Customer agrees to perform all acts which may be necessary to assure the retention of title to the system by the Company. Should the Customer default in any payment for the system or part, the Customer authorizes and empowers the Company to remove the system or part from the Customers premises. Such removal, if made by the Company, shall not be deemed a waiver of the Company's right to damages the Company sustains as a result of the Customers default and the Company shall have the right to enforce any other legal remedy or right. Furthermore, the Company Shall in no way be obligated to restore the premises to it's original condition(s), or redecorate the same in the event the system or part is removed as a result in the Customer's default in payment. Risk loss of the system, or any part of the same, shall pass to the Customer upon delivery to the Customers address of such system or part.

Limited warranty: The company hereby warrant that the system will operate in accordance with the manufacture specifications in the event that any part shall become defective within the system or in the event that any repairs shall be required. The Company hereby agrees to make all repairs and / or replacements of material or parts at the customers address. (within a reasonable time from the customers notice to the Company of such need of repair) without cost to the customer for the period of (12) Months from the date of installation of the system. The Company reserves the options to either replace or repair the product and reserves the right to substitute materials of equal quality at the time of replacement. The Customer agrees to permit the company to enter on its premises for the purpose of maintaining and inspecting the system and upon the expiration of the above mentioned (12) month period the Customer will pay a service charge for all services requested. There are five conditions that are not covered by the above warranty

- A Misuse, tampering or abuse of the system.
- B Failure of the Customer to properly close or secure a door, window or other point protected by the system (security alarm system)
  - C Customer related errors.
- D Problems caused by other workman (employees or agents of telephone company, a construction company, an installation company, a carpentry company etc.)
- E Failure of the Customer to properly follow instructions provided by the Company upon the completion of the installation.
- F The warranty does not cover any damage to material or equipment caused by an accident, misuse, attempted unauthorized repair, service modifications or improper installation by anyone other than the Company.

This warranty only extends to the Customer whose name is set forth on the front of this agreement and is not assignable. The warranty will terminate if and when the Customer seizes to own, lease or rent the premises on which the system was originally installed. The warranty will terminate if the system is

misused, tampered with, abused or removed from the specific location the Company installed the system. This warranty also terminates if the system is changed, repaired, or replaced in any way by anyone other than the Company. Additionally, for security alarm systems this warranty will terminate if the customer ceases to utilize and pay for the system and/or monitoring services which the Company provides. Other than as set forth in this agreement the Company makes NO REPRESENTATION OR WARRANTIES. THE COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PERTICULAR PURPOSE OR USE OR THAT THE SYSTEM OR ALARM MONITORING SERVICES MAY NOT BE COMPROMISED. THE COMPANY DISCLAIMS THAT THE SYSTEM OR THE MONITORING SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION WHICH THEY ARE INTENDED. THE COMPANY DISCLAIMS ANY WARRANTY ON THE SYSTEM, FIXTURES, OR REALITY WHICH IS DAMAGED BY FIRE, FLOOD, STORM, LIGHTING OR OTHER CAUSE BY THE COMPANIES CONTROL.

Not insurance: It is understood and agreed: (a) the Company is not an insurer. (b) insurance, if any, shall be obtained by the Customer, (c) the payments provided for the herein are based solely on the value of the system and or service policy as set forth herein and are unrelated to the value of the Customers property or the property of others located on the Customers premise(s) (d) The company makes no guaranties or warranty, including any implied warranty or merchantability or fitness that the system or service supplies, including but not limited to agent response.

<u>Liquidated damages:</u> The customer acknowledges that it is impractical and extremely difficult to fix the actual damage if any which may proximity result from a failure to perform any obligations set forth herein or the failure of the system operate resulting in loss to the Customer because of the following uncertainties:

- A The inability to ascertain whether the system was turned on or activated.
- B The uncertain amount of value or the customers property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert
- C The uncertainty of the response time or any police, fire department, or ambulance should the police, fire department or ambulance be dispatched as a result of a signal being received or an audible device sounding.
- D The inability to ascertain what portion, if any, of the loss would be proximately caused by the Company's failure to perform or by its equipment to operate. The Customer understands and agrees that if the Company should be found liable for loss or damage due from failure of the Company to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring, or service or the failure of the system or equipment in any respect whatsoever, the Company liability shall be limited to 250.00 as liquidated damages and not as penalty and this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage, irrespective, or cause or origin results directly or indirectly to persons or property, from the performance or non performance of the obligation imposed by the agreement, or from negligence, active or otherwise, of the Company, its agents, assigns or employees. The Company assumes no liability or interruption of service due to personnel shortage, strikes, riots, flood, storms, fires, power failures, acts of god or any other cause beyond the control of the Company and the Company will not be required to supply service to the Customer while service is interrupted due to any such cause. Any charges to the customer shall be abated during any such period of interruption. If the customer wishes the Company to assume the limited liability in Lieu of the liquidated damages as herein above set forth, the Customer may obtain from the Company a limitation of liability in lieu of the liquid damages as herein above set forth, the Customer may obtain from the Company a limitation of liability by paying an additional monthly service charge to the Company. If

the Customer elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the Company as an issuer.

Indemnification: The Customer agrees to indemnify and hold harmless the company, its agents, employees and assigns for and against all third party claims, lawsuits and losses alleged to be caused by the performance of the Company, its employees, agents or assigns. This indemnification provision applies to, but not limited to the negligent performance of or failure to perform any obligations under this agreement, This indemnification provision applies to, but not limited to the negligent performance or failure to perform any obligation under this agreement. It's understood by the Customer(s) the installation of a video surveillance system, security alarm system or any other system the Company installs, will not under any circumstances guarantee the stop of a crime such as burglary, theft, robbery, murder, homicide or any other crime from occurring. The Company assures the proper setup of recording areas within the video surveillance system based on industry standards and equipment limitations. It's understood by the Customer the Company makes no guarantee that everything occurring within the recording area of the video surveillance system will in fact be recorded.

**Remote viewing & IT issues:** If we cannot configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability, or lack of details such as Router IP address, user name, and password, then further charges will apply configure or revisit to complete the set up remotely.

The Company cannot be held liable for Customer's IT issues such as change of a router, failed connection, change of internet service provider, re-set of router, new mobile phone, and loss of settings on the router or a new operating system.

**Rights of assignees/subcontractors:** The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to the Customer and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The Customer acknowledges that this Agreement insures to the benefit of and is applicable to any assignees and /or subcontractor of the Company and they bind the Customer with respect to said assignees and/or subcontractors of the Company with the same force and effect as they bind the Customer to the Company.

<u>False Alarms:</u> The Customer agrees to pay any false alarm assessments, taxes, fees or charge relative to the installation of the system and provision of service specified in the Agreement. Any governmental agency or any other organization to whose facilitates the system is connected, either directly or indirectly may authorize or impose assessments, taxes, fees or charges. In the event that a governmental or municipal agency imposes a fine, penalty or fee against the Company resulting from any false alarms originating from the Customers premises, the Customer agrees to immediately reimburse the Company for payment or any such fees, fines or penalties.

Customer duties relative to the use of the system: The Customer shall carefully use the system and instruct all users in the proper use of the system. The Customer will carefully and properly set the security alarm system each time the Customer wishes to secure the premises. The Customer shall use the security system only to report incidents or occurrences that impose an immediate and present danger of burglary, robbery, fire, medical emergencies or other circumstances that endanger personal safety of the Customer or others. The Customer should test the system and components at least every thirty (30) days and if there is a problem detected by the Customer relative to the system, the Customer

shall notify the Company Immediately. TO THE EXTENT YOUR SYSTEM ALLOWS FOR VIDEO AND/OR AUDIO SURVEILLANCE, THE COMPANY MAKES NO REPRESENTATION OF ANY KIND AS TO THE LEGALITY OF THOSE PRACTICES, FOR CLARIFICATION OF THESE SUBJECTS, CUSTOMER SHALL RELY ON ITS OWN LEGAL ADVISOR.

<u>Choice of Law:</u> This agreement will be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The parties acknowledge having requisite minimum contacts with the Commonwealth of Pennsylvania for the purpose of personal jurisdiction and venue with respect to any action between them concerning this Agreement. Any such action shall be commenced in the appropriate court, whether state or federal, having territorial jurisdiction embracing (county where work was performed), Pennsylvania.

**Savings Clause:** 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 or provisions shall remain in full force and effect.

Entire Agreement: Modification Wavier: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely upon the contents of this agreement in executing it. This agreement can only be modified by a writing signed by the parties or their duly authorized agents. No waiver of a breach of any terms or condition of this Agreement shall be construed to be a waiver of any succeeding breach.