

TERMS AND CONDITIONS OF SALE FOR CHEROKEE FIRE PROTECTION PROFESSIONALS, LLC (“CFPP”) PRODUCTS AND SERVICES

1. **GENERAL PROVISIONS.** Unless and to the extent that a separate contract executed between the purchaser (“Customer”) and CFPP applies, the purchase of goods and services by Customer (“Order”) will be governed solely by these General Terms and Conditions of Sale, whether or not these General Terms and Conditions of Sale are referenced in the Order and attached hereto as an Exhibit. Except as provided in the “Orders” section below, all provisions on the Order and all other documents submitted by Customer are expressly rejected. CFPP will not be deemed to have waived these Terms and Conditions of Sale if it fails to object to provisions submitted by Customer. Customer’s silence or acceptance or use of the goods and services is acceptance of these Terms and Conditions of Sale. Any modification or addition to these Terms and Conditions of Sale must be in writing and signed by an authorized representative of Customer and CFPP.

2. **ORDER.** Orders should specify: (1) Equipment (if any); (2) price; (3) quantity; (4) location to which equipment is to be shipped and installed; (5) services (if any); (6) length of term for ongoing services (“Initial Term”) (if applicable); (7) monthly service charge; and (8) location to which invoices will be sent for payment. CFPP’s order acknowledgment will not constitute acceptance. Any additional or conflicting terms on an Order will not apply unless specifically agreed to in writing by CFPP

3. **TERM RENEWAL AND EXPIRATION.** In the event the Order specifies ongoing services, after the Initial Term expires, the Order will automatically be renewed as consecutive terms of one year, except where prohibited by applicable law in which case the Order will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term.

4. **PAYMENT.** Payment for equipment and installation is due within thirty (30) days of invoice date.

Payments for services are due monthly, in advance, commencing from the first day of the month following the date the system becomes operative (which shall be the day said item of equipment is installed at Customer’s location and/or is communicating with CFPP’s monitoring facility (the “Center”) as determined by CFPP.) Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

Customer agrees that at any time following expiration of the first twelve (12) months of the Order, CFPP may increase the basic monthly charges set forth in the attached schedule, once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed ten (10) percent over the previous twelve (12) months’ basic ongoing charges. The monthly charge increase limitations do not include changes in service or additional equipment orders.

CFPP’s pricing excludes all taxes (including, but not limited to, sales, use, excise, value-added or other similar taxes), duties and charges (collectively, “Taxes”). Customer will pay all Taxes resulting from an Order, whether imposed, levied, collected, withheld or assessed now or later. If CFPP is required to impose, levy, collect, withhold or assess any Taxes on any transaction under an Order, then in addition to the price, CFPP will invoice Customer for the Taxes unless, at the time of Order placement, Customer furnishes CFPP with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to CFPP under an Order: (1) such withholding amount will not be deducted from the amounts due CFPP as originally priced; (2) Customer will pay the Taxes on behalf of CFPP to the relevant taxing authority in accordance with applicable law, and (3) Customer will forward to CFPP within 60 days of payment proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will CFPP be liable for Taxes paid or payable by Customer.

5. LIQUIDATED DAMAGES AND CFPP'S LIMITS OF LIABILITY.

A. The parties agree that CFPP is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that CFPP is not liable for losses which may occur in cases of malfunction or non-function of any system provided by CFPP or that CFPP is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to CFPP's negligence or failure of performance; that CFPP is not liable for losses resulting from failure to warn or inadequate training; that CFPP is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that CFPP offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Order shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF CFPP TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON CFPP, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO \$250.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE CFPP'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF CFPP, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. If Customer wishes CFPP to increase the amount of the liquidated damages OR LIMITATION OF LIABILITY as provided above, Customer may obtain from CFPP an additional amount of liquidated damages OR LIMITATION OF LIABILITY by paying an additional monthly service charge to CFPP, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED CFPP

REPRESENTATIVE SETTING FORTH SAID TERMS. This clause will in no way be interpreted to establish CFPP as an insurer.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST CFPP MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, Customer agrees to indemnify and save harmless CFPP, its employees, agents, or representatives from and against all claims, lawsuits, and losses by persons not a party this order, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance by CGPP for any service provided by CFPP, including but not limited to, the installation, repair, monitoring, signal handling, or dispatching aspects of the service.

D. With respect to CFPP owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY CFPP'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS ORDER OR APPLICABLE SCHEDULE.

E. Customer understands that if Customer has an existing system that CFPP is asked to monitor, CFPP makes no representation as to the suitability or condition of Customer's system. CFPP assumes no responsibility whatsoever for the maintenance, operation or non-operation, actuation or non-actuation, of your existing equipment. CFPP reserves the right to terminate service under this agreement in the event your existing equipment is not in good operating condition and CFPP will not be liable for any damages or penalties as a result of termination under those circumstances.

F. Paragraphs A through E of this Article 5 shall apply to any other company or entity which, in addition to CFPP, furnishes, as a subcontractor, or otherwise, any installation, monitoring or other services provided hereunder.

G. LIMITED EQUIPMENT WARRANTY. Where Customer purchases a security system under an Order, CFPP warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at CFPP's sole option. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by CFPP or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of CFPP. If inspection by CFPP fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and CFPP's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING LIMITED EQUIPMENT WARRANTY, CFPP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS

INTENDED. IN NO EVENT WILL CFPP, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. CFPP MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THE ORDER.

6. INDEMNIFICATION BY CFPP

A. CFPP shall defend, indemnify and hold Customer harmless from and against (a) all direct damages proximately caused by an employee, agent or representative of CFPP where said damage or injury occurred during the performance of installation or service while on Customer's premises; and (b) all direct damages solely and proximately caused by the equipment installed hereunder (as opposed to cases where failure or malfunction of such equipment merely contributes to a loss or injury initiated by another source.) This indemnification shall not apply where and to the extent the damages are caused by other sources, including fire not caused by the system itself, burglary, trespass or other occurrence which the system is designed to detect or avert, or where damages are alleged to be caused by any action or nonaction of an employee of CFPP while furnishing central station monitoring services. IN NO EVENT WILL CFPP BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER.

7. MISCELLANEOUS CHARGES AND INCREASE IN CHARGES.

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to CFPP for facilities required for transmission of signals under the Order.

B. At CFPP's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or CFPP is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by CFPP, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.

C. Installation charges set forth in the Order assume installation will be performed during CFPP's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if CFPP's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.

D. If any Governmental agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain alarm use permits, required by the local jurisdiction.

E. Failure to pay amounts when due shall give CFPP the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 4. Should Customer become delinquent for ninety (90) or more days, CFPP reserves the right to terminate this Agreement. Should collection efforts be required to recover delinquent amounts due, CFPP shall be awarded attorney fees and costs at the prevailing rate of the attorney or collection company.

8. FURTHER OBLIGATIONS OF CUSTOMER.

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by CFPP, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by CFPP due to Customer's breach of the foregoing obligations, Customer will pay CFPP for such work in accordance with CFPP's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD CFPP HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN CFPP OF ANY EQUIPMENT OR DEVICE TO ANY CFPP EQUIPMENT.

B. For those premises where CFPP is to provide monitoring, Customer shall furnish CFPP a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish CFPP with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to CFPP any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit CFPP access to the premises for any reason arising out of, or in connection with, CFPP's rights or obligations under this Order.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of CFPP including interruptions in Cellular, Broadband or Telephone service, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of an CFPP owned system). If Customer has insurance which covers said damages, Customer is responsible for submitting any and all claims for reimbursement. CFPP does not submit claims on Customer's behalf.

F. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to CFPP within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 5.G., Limited Equipment Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold CFPP harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from CFPP's inability to recover CFPP owned system components when Customer moves out of the premises.

H. For those premises where CFPP is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with CFPP's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given CFPP written notice prior to the Order, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under the Order. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond CFPP's reasonable control and CFPP shall not start, or continue, to perform its work under the Order until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD CFPP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM A BREACH OF THE FOREGOING REPRESENTATIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO CFPP).

K. Customer agrees that CFPP may conduct a credit investigation and review. In such event, Customer shall provide, in a timely manner, such financial information as CFPP may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of the Order.

L. Customer hereby authorizes CFPP to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect CFPP's interest in the equipment. Customer agrees to execute any such instruments as CFPP may request from time to time.

9. FURTHER OBLIGATIONS OF CFPP; LIMITATIONS.

A. Neither party shall be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in Cellular, Broadband or Telephone services. CFPP will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the system will be connected to CFPP's Center. Unless specifically requested otherwise by the Customer and approved by CFPP's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification

procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. CFPP and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. CFPP reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and CFPP, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by CFPP, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to the CFPP's monitoring center, there may be times when that communication method is not able to transmit signals and CFPP will not receive alarm signals. Digital communicators use standard telephone lines and CFPP does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Order also can experience an inability to communicate alarm signals. Customer understands that CFPP offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the Schedule have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond CFPP's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse CFPP for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify CFPP if Customer has installed or intends to install DSL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.**

E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not CFPP's agents, nor does CFPP assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. CFPP shall not be responsible for the replacement of equipment or parts no longer commercially available to CFPP.

G. If a service plan or software support option is selected by Customer, CFPP will provide and install software upgrades as they become commercially available, during normal CFPP working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by CFPP and the OEM will not be installed by CFPP. In the event the Customer elects to have someone other than CFPP install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by CFPP are excluded from this Order.

10. TITLE TO EQUIPMENT AND USE OF CFPP-OWNED EQUIPMENT; PROPRIETARY PROTECTION.

A. Any CFPP owned equipment installed on the Customer's premises shall at all times remain solely the property of CFPP and Customer agrees not to permit the attachment thereto of any equipment not furnished by CFPP. For any equipment identified as "TKO" on the Order, Customer acknowledges that the purchase price for the equipment is incorporated into the monthly service charge set forth on the Order and will be paid over the Initial Term of the Order. Customer therefore agrees that CFPP retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of the Order. CFPP agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment.

B. If Customer purchases equipment, Customer agrees that CFPP retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that CFPP may remove or abandon all CFPP owned equipment, including all wiring installed by CFPP, in whole or in part, upon termination of the Order by lapse of time, default of any moneys due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of CFPP to collect any charges which have accrued.

C. Customer shall keep all CFPP owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give CFPP immediate notice of any such attachment or other judicial process affecting any of the equipment. Without CFPP's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without CFPP's prior written consent, then all of the new equipment shall become equipment owned by CFPP subject to the Order.

D. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by CFPP under the Order, is owned by CFPP, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Order will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to CFPP. Customer may not copy the Software for any reason other than per the dictates of any end user software license Order. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to CFPP for which the amount of damages would be unascertainable. Therefore, CFPP may,

in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

11. TERMINATION.

A. CFPP may terminate the Order as follows:

i) In the event Customer defaults in the performance of any of the terms and conditions of the Order, including the failure to make any payment, Customer shall have thirty (30) calendar days from receipt date of written confirmation by CFPP of such default to cure or remedy the default. Notification by facsimile, U.S. mail or by courier shall be acceptable. If, after the thirty (30) calendar day period, Customer does not remedy or cure such default, CFPP may terminate the Order immediately and the balance of all moneys due and for the unexpired term of this Order shall become immediately due and payable, together with interest at the maximum legally allowable rate; or

ii) Immediately, in the event CFPP's monitoring center, the telephone lines, wires, or CFPP's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii) As provided in Article 3 relating to expiration.

B. Customer may terminate the Order:

i) Immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location, provided that if the Customer is using CFPP owned or TKO equipment, the Customer must pay CFPP all payments remaining to be made through its scheduled expiration; or

ii) As provided in Article 3 relating to expiration.

C. Upon termination of the Order, Customer shall permit CFPP access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 10. Customer also understands that upon termination, CFPP will notify the applicable regulatory body, if applicable, for those which require monitoring.

D. Upon termination as hereinabove provided in Section 11.A., Customer shall pay CFPP the full amount of charges accrued to date of such notice and fifty percent (50%) of the amount which would otherwise have been paid by Customer during the initial term of the Agreement, as liquidated damages and not as a penalty, should such nonpayment occur during any one year extension period of this Agreement, the Customer shall pay CFPP the full amount of charges accrued to date of such notice and fifty percent (50%) of the amount which would otherwise have been paid by Customer during the one year extension period of this Agreement as liquidated damages. Legal action as required to collect any charges or damages Customer shall pay to CFPP the going rate of the attorney's fee selected by CFPP and all costs.

12. ASSIGNMENT. The Order is not assignable by the Customer, except upon written consent of CFPP first being obtained. CFPP shall have the right to assign the Order, or to subcontract any of the obligations under the Order, without the consent of, but with notification to, the Customer.

13. **INSURANCE AND WAIVER OF SUBROGATION.** Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by CFPP. For all losses, damage or injury above the limits set forth in Paragraph 5B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against CFPP. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

14. **SEVERABILITY AND SAVINGS.** In the event any one or more of the provisions of the Order shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of the Order shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

15. **CHOICE OF LAW.** These Terms and Conditions of Sale shall be interpreted, enforced and governed under the laws of the State of Oklahoma without regard to application of conflicts of laws principals that would require the application of any other law.

16. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (other than rights relating to the ownership of intellectual property rights), shall be settled by arbitration taking place in Tulsa County, Oklahoma in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall be before one arbiter. Should the parties not agree on an arbiter within 10 days of receiving a demand for arbitration, each party shall select one arbiter, the party's respective arbiter will then agree on the arbiter to hear the dispute, who shall possess expertise in the area in dispute. The prevailing party shall be entitled to attorney fees and costs of the action. Notwithstanding the foregoing, either Party may seek an injunction if required to preserve its rights in any court of competent jurisdiction.

17. **COLLECTION.** Should a collection action for amounts due be necessary under these Terms and Conditions, collection actions shall not be subject to the Arbitration provision in Section 16 herein. The prevailing party in any collection action for amounts due under these Terms and Conditions shall be entitled to costs and attorney fees at the attorney's contract hourly rate.

Any collection action arising out of or relating to these Terms and Conditions shall be brought in the State or Federal courts in and for Tulsa County, Oklahoma, except that any order or judgment issued or entered under these Terms and Conditions may be brought or enforced in any manner in any forum having jurisdiction. Each party hereby expressly consents to jurisdiction and venue in Tulsa County, Oklahoma.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties, no other representations, warranties or covenants having induced either Party to execute this Agreement, and supersedes all prior or contemporaneous agreements with respect to the subject matter hereof. This Agreement may not be amended or modified in any manner except by a written agreement duly executed by authorized representatives of both Parties, and any attempted amendment or modification to the contrary shall be null and void and of no force or effect.

19. **WAIVER.** Any Party hereto shall have the right to waive in writing compliance by the other of any term, condition or covenant contained herein. Such waiver shall not constitute a waiver of any subsequent failure to comply with the same or any different term, condition or covenant.

20. HEADINGS. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

21. AUTHORITY TO EXECUTE. The Parties represent and warrant that they have carefully read this Agreement and know and understand its contents, and that they sign this Agreement freely and voluntarily. Each of the representatives executing this Agreement on behalf of his or her respective entities represents and warrants that he or she is duly authorized and empowered to do so and thereby binds his or her respective entities under the terms of this Agreement. The Parties acknowledge that this Agreement will be deemed to have been jointly drafted by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.