

Indagem Tech Terms of Service

Last updated: May 2016

This is an Agreement (the "Agreement") between you ("you" or the "Subscriber") and Indagem Tech, Inc. ("we" or "Indagem Tech"). In this Agreement, "System" means the system you have purchased from Indagem Tech; "Services" mean the services you have selected to receive from Indagem Tech, including any Emergency Dispatch Services (as described in Section 23 below), Video-Related Services (as described in Section 21 below) or Account Management Services (as described in Section 20 below); "Premises" means the premises at which the System is located.

Please read these terms and conditions carefully. These are the terms and conditions under which we are willing to provide you the Services. This Agreement contains important disclaimers, limitations of liability and indemnity obligations applicable to the Services. By clicking the "Submit" button below or using any of the Services, you agree that you have read this Agreement and are legally bound by this Agreement, including the disclaimers, limitations of liability and indemnity obligations below. You may print this Agreement by clicking the print button on your Internet browser.

IN ORDER FOR YOU TO BECOME FAMILIAR WITH THE USE AND OPERATION OF THE SYSTEM, YOU SHALL HAVE A THREE (3) DAY PERIOD FOLLOWING ACTIVATION OF YOUR SYSTEM (THE "PRACTICE MODE PERIOD") TO PRACTICE USING THE SYSTEM. YOU AGREE THAT DURING THE PRACTICE MODE PERIOD WE HAVE NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, YOU, OR ANY EMERGENCY CONTACTS OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL WE RECEIVE, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. IF YOU CONTACT US TO ATTEMPT TO SKIP THE PRACTICE MODE PERIOD, YOU ACKNOWLEDGE THAT IT TAKES TIME FOR THE SYSTEM TO BE PLACED ON-LINE WITH THE MONITORING FACILITY, AND NO RESPONSE TO ALARM SIGNALS, INCLUDING ANY ACTUAL EMERGENCY, MAY BE MADE UNTIL YOUR ACCOUNT DISPLAYS AS "ACTIVE" AND NOT "PRACTICE MODE" IN YOUR ONLINE DASHBOARD.

1. Services. Indagem Tech will provide you the Services subject to the terms of this Agreement.

2. Term and Termination. The term of this Agreement will continue until this Agreement is terminated pursuant to this section. Indagem Tech or Subscriber may terminate this Agreement for any reason or no reason following notice sent to the other as set forth in this section. Subscriber shall provide notice of termination to Indagem Tech by (1) regular mail, postage prepaid, or overnight delivery, by a reputable, national overnight delivery service, to Indagem Tech's then current principal place of business or (2) calling Indagem Tech Customer Support at 1 888-582-6687 and following the instructions provided. Such notice by Subscriber shall be effective upon Indagem Tech's receipt thereof. Indagem Tech shall provide notice of termination to Subscriber by e-mail sent to the email address on file with Indagem Tech for your current online account. Indagem Tech's termination shall be effective when Indagem Tech sends the e-

mail notice. If you do not provide Indagem Tech an e-mail address, then Indagem Tech may send you written notice of the termination by regular mail, postage pre-paid and any such notice shall be effective upon four (4) days following the day on which Indagem Tech sent the notice. Upon termination of the Agreement, Indagem Tech shall have no further obligation to Subscriber and Subscriber shall have no further obligation to Indagem Tech other than (i) the obligation respecting the payment of any monies due to Indagem Tech for services rendered; and (ii) the obligations set forth in Sections 3-8, inclusive, 13-19, inclusive, and 24-39, inclusive. Notwithstanding the foregoing, Indagem Tech shall refund any unearned service charges with respect to any full calendar month following any termination. Indagem Tech shall not refund any unearned service charges with respect to any partial calendar month following any termination. There is a \$20.00 early termination fee if subscriber has terminated the contract before 1 year.

3. Payment for Services. Subscriber shall pay Indagem Tech the periodic service charge in advance. You authorize Indagem Tech to charge your credit/debit card for the periodic (e.g., monthly, quarterly or annually) service charge when due. If charges are declined, Indagem Tech shall resubmit the charges for approval and notify you of the declined charges by e-mail while continuing to provide Emergency Dispatch Services for ten (10) days. If the charges are not approved and you do not make payment, Indagem Tech may, in its sole discretion, discontinue services without notice at or after the end of the ten (10) day period. If Subscriber otherwise does not pay any charges when due, Indagem Tech may, in its sole discretion, terminate this Agreement and/or discontinue services without notice.

4. INSURANCE. INDAGEM TECH'S SERVICE CHARGES ARE BASED SOLELY ON THE VALUE OF SERVICES PROVIDED AND ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF PROPERTY LOCATED ON OR NEAR THE PREMISES. YOU ACKNOWLEDGE AND AGREE THAT INDAGEM TECH IS NOT AN INSURER. YOU SHALL MAINTAIN INSURANCE COVERING ALL LOSS, DAMAGE OR EXPENSE (COLLECTIVELY, "LOSSES"), INCLUDING ALL PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH), ECONOMIC LOSSES OR ANY OTHER FORM OF LOSS, DAMAGE OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY (I) THIS AGREEMENT, INCLUDING ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION ARISING HEREUNDER (II) THE SYSTEM, (III) THE SERVICES, (IV) THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF YOU OR ANY INDAGEM TECH PARTY (AS DEFINED IN SECTION 5), (V) THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, (VI) BREACH OF CONTRACT, EXPRESS OR IMPLIED, WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT (VII) BREACH OF WARRANTY, EXPRESS OR IMPLIED, (VIII) PRODUCT OR STRICT LIABILITY (IX) THE LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL TO OR RECEIVE SIGNALS AT ANY MONITORING FACILITY, (X) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, (XI) A VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ANY INDAGEM TECH PARTY, (XII) A VIOLATION OF ANY LAW PROHIBITING THE INTERCEPTION OF ORAL COMMUNICATIONS BY ELECTRONIC

MEANS, (XIII) THE ACTIONS OF ANY THIRD PARTY IN RESPONDING TO A SIGNAL FROM THE SYSTEM, OR (XIV) ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF YOUR PERSONAL INFORMATION (COLLECTIVELY, THE "COVERED CLAIMS"). RECOVERY FOR ANY LOSSES, AS DEFINED IN SECTION 4, SHALL BE LIMITED TO THE INSURANCE YOU PURCHASE SEPARATELY FROM AN INSURANCE COMPANY.

5. LIMITATIONS OF LIABILITY AND RELEASE. BY AGREEING TO THESE TERMS, YOU ARE RELEASING INDAGEM TECH, ITS AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "INDAGEM TECH PARTIES") ON YOUR BEHALF AND ON BEHALF OF ALL OTHERS WHO MAKE CLAIMS UNDER THIS AGREEMENT FROM ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY ANY COVERED CLAIM, AS DEFINED IN SECTION 4. UNDER NO CIRCUMSTANCES WILL INDAGEM TECH BE RESPONSIBLE OR LIABLE TO YOU FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, DEATH OR DAMAGES TO PROPERTY. NOTWITHSTANDING THE FOREGOING, EVEN IF ANY INDAGEM TECH PARTY IS FOUND LIABLE FOR ANY LOSSES, AS DEFINED IN SECTION 4, ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY ANY COVERED CLAIM, AS DEFINED IN SECTION 4, ANY SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00. INDAGEM TECH AND YOU ACKNOWLEDGE AND AGREE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY INDAGEM TECH TO PERFORM ANY OF ITS OBLIGATIONS. THIS AGREED-UPON AMOUNT IS NOT A PENALTY, AND IS THE SOLE REMEDY. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PURSUANT TO A SEPARATE AGREEMENT AGREED UPON BETWEEN YOU AND INDAGEM TECH IN WRITING, BUT INDAGEM TECH SHALL NOT BE HELD TO BE AN INSURER HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF WORKMANLIKE SERVICE.

7. Release of Insured Losses; Waiver of Subrogation. You release Indagem Tech for all Losses covered by your insurance policies and for all insurance deductibles. You also waive and release any subrogation and other rights you or your insurance company may have against Indagem Tech for money paid to you or on your behalf.

8. INDEMNIFICATION. IF ANYONE OTHER THAN YOU (INCLUDING YOUR INSURANCE COMPANY) ASKS ANY INDAGEM TECH PARTY TO PAY FOR ANY LOSSES, AS DEFINED IN SECTION 4, INCLUDING ATTORNEYS' FEES, ARISING OUT

OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY ANY COVERED CLAIM, AS DEFINED IN SECTION 4, INCLUDING THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF YOU OR ANY INDAGEM TECH PARTY, YOU SHALL INDEMNIFY, DEFEND AND HOLD SUCH INDAGEM TECH PARTY HARMLESS (WITHOUT ANY CONDITION THAT ANY OF THEM FIRST PAY), FOR ALL LOSSES, AS DEFINED IN SECTION 4, INCLUDING ATTORNEYS' FEES, ASSERTED AGAINST OR INCURRED BY SUCH INDAGEM TECH PARTY.

9. Communications Equipment and Services. The System is designed to transmit signals to a monitoring facility through certain communications equipment and services, including DSL, broadband, cellular, wireless and/or landline telephone equipment and services (collectively, the "Communications Equipment and Services"). Regardless of the form of Communications Equipment and Services used, you understand that the Communications Equipment and Services may be interrupted, circumvented, unavailable (for a limited or extended time period) or otherwise compromised, including as a result of equipment designed or used by a third party for the purpose of causing false alarms or gaining unauthorized access to or otherwise affecting or controlling the Communications Equipment and Services or any Video-Related Services. If the Communications Equipment and Services are inoperative or interrupted by any cause, there will be no indication of such at the monitoring facility and the monitoring facility will not receive a signal from your system. You must test the System's data transmission with the monitoring facility at least monthly and immediately after the installation, modification or repair of any Communications Equipment or Service. (If DSL, VOIP or other form of broadband telephone equipment and services are used, such equipment and services should be installed on a telephone line and number that is not used by the System to transmit data to the monitoring facility). You must confirm that the Communications Equipment and Services are compatible with the System, including when you make any changes to the Communications Equipment and Services. You shall immediately repair (or caused to be repaired) any (i) problems with the Communications Equipment and Services; or (ii) problems with the System. Consult the Owner's Manual for your System for further important safety information for your System and the transmission of signals from your System.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIFI SERVICE PROVIDER (THE "UNDERLYING CARRIER") OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INDAGEM TECH AND THE UNDERLYING WIFI PROVIDER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

10. Additional Equipment or Services. You have selected the System based on your personal considerations (i.e., cost, the condition of the Premises, insurance requirements, etc.). Additional equipment or services, at additional cost, may provide increased detection. You agree that any additional equipment or services provided by Indagem Tech shall be subject to this Agreement.

For example, you may request that, upon the receipt of signals from your System, the monitoring facility notify you of such activity (via live operator telephone call, text message or other form of electronic communication) in addition to or in lieu of providing the Emergency Dispatch Services described in Section 23 hereof. We will honor any such request provided that we have previously agreed in writing to do so. You also agree to pay Indagem Tech for such additional equipment or services. Your municipality may require a license or permit or the payment of taxes in connection with the installation, use or monitoring of the System. You are solely responsible for complying with such obligations and providing Indagem Tech with any then current license or permit number. You understand that Indagem Tech does not provide any installation or repair services for the System. You shall provide and maintain adequate power for all equipment relating to the System.

11. False Alarms; Suspension of Service and Shut-Down. You agree to prevent false alarms and be solely liable for false alarms. You must pay (or reimburse Indagem Tech) any fines, fees, costs, expenses and penalties relating to the System or Services assessed against you, Indagem Tech or the monitoring facility by any person or entity, including any court or governmental agency or any person or entity acting on the behalf of such court or agency. If (i) you default under this Agreement, (ii) this Agreement or the Services are terminated by either party for any reason, (iii) the System becomes a "runaway" system or excessively signals the monitoring facility without apparent reason, or (iv) in the opinion of monitoring facility personnel, the System otherwise becomes a "problem account," we may suspend the Services and you authorize Indagem Tech to disconnect the System from the monitoring facility. The exercise of any such rights shall not be deemed a waiver of Company's right to damages.

12. Increase in Charges. Indagem Tech may increase periodic recurring charges at any time under this Agreement by sending the notice to you by email to the email address on file with Indagem Tech for your current online account.

13. Default. If you default under this Agreement you shall pay Indagem Tech for all Losses in enforcing its rights under this Agreement.

14. Binding Agreement. This Agreement shall become binding on Indagem Tech only after the commencement of any Services. This Agreement is binding on the parties' heirs, executors, administrators, successors and permitted assigns.

15. Applicable Law. This Agreement shall be governed by and construed according to the laws of Massachusetts without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

16. Assignment. You may not assign this Agreement. Indagem Tech may assign all or any portion of this Agreement.

17. Finance and Late Charges. Invoices are due upon receipt. You agree to pay a finance charge of one and one-half (1-1/2%) percent per month (eighteen percent (18%) per year) for all charges not paid within thirty (30) days of the invoice date. In addition, you shall pay an administrative

fee (late charge) of 5% of any invoice not paid (as agreed upon damages and not a penalty) within thirty (30) days of the invoice date.

18. No Waiver of Breach. Waiver of your breach of this Agreement shall not be a waiver of any subsequent breach. Indagem Tech's rights under this Agreement shall be cumulative, may be exercised concurrently or consecutively and shall include all remedies available even if not referred to in this Agreement.

19. Consent to Recording. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the System at the Premises. You, for yourself and any other person contacting Indagem Tech or the monitoring facility or whose communication is received from the System, whether by Indagem Tech or the monitoring facility (collectively, "Users"), consent to the interception, recording, disclosure and use of the contents of any telephone call, other oral communications or video in connection with the Services. In addition, you shall notify all Users with respect to any such interception, recording, disclosure or use. **YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.**

20. Account Management Services. "Account Management Services" means services relating to the remote management of the System through the Portal or otherwise.

21. Video-Related Services. "Video-Related Services" consists solely of the following: (i) verification of alarm events by monitoring facility personnel in connection with the Emergency Dispatch Services to be provided pursuant to Section 23 ("Verification Services") using audio and video received from the System, (ii) real-time access to video and audio from the System through the Portal ("Real-Time Services") and (iii) storage and retrieval through the Portal of recorded video and audio stored on our servers, which storage shall be limited and subject to change (a) in accordance with the terms of the plan you selected or (b) if you did not select a plan that provides for terms regarding storage, at our discretion ("Recorded Services"). Verification Services are intended to assist you and any permitted monitoring facility personnel to verify an alarm event at the Premises, not to reduce or eliminate any risk of loss. None of the Video-Related Services are intended to replace alarm monitoring services or to detect or prevent unauthorized intrusion onto the Premises or any other emergency condition, including fire, smoke, carbon monoxide, medical emergencies or water damage. You will use the Verification Services solely for the verification of alarm events at the Premises and no other purpose. Monitoring facility personnel will not have access to the Real-Time Services or Recorded Services unless (1) you have granted monitoring facility personnel such access through the Portal and (2) such video and audio is received at the monitoring facility in connection with the Emergency Dispatch Services.

22. Lawful Recording of Video and Audio; Required Connectivity. Recording video or audio may be unlawful or violate an individual's rights, including privacy rights. You shall not use any of the Video-Related Services, or permit the use of any of the Video-Related Services, for any unlawful purpose. For example, you shall not use the System to obtain or record video in any

place where a person may have a reasonable expectation of privacy, including restrooms, dressing or changing areas, locker rooms or similar areas. You also shall take all steps necessary to alert individuals at the Premises of the possibility of recording video or audio. You shall use a form of connectivity to permit the transmission of video, audio and Listed Codes from your System to us and any permitted monitoring facility. You shall instruct all persons who may use any Video-Related Services or the System of any limitations with respect to the Video-Related Services or the System. You shall comply with the provisions of Section 19 with respect to the use of the Video-Related Services and the System.

23. Emergency Dispatch Service. "Emergency Dispatch Services" shall be provided in accordance with this Agreement and consist solely of monitoring facility personnel telephoning the governmental authorities ("Authorities") or other persons provided by you ("Responsible Parties") or any company that provides on-site response services ("Third Party Responders") upon the receipt of signals from your System reporting specific conditions ("Listed Codes") at the Premises. We shall provide Emergency Dispatch Services only for Listed Codes. Our obligation to provide Emergency Dispatch Services shall be satisfied by monitoring facility personnel contacting (or attempting to contact) the Authorities or Responsible Parties or Third Party Responders or by leaving a voicemail or similar type message with the Authorities or Responsible Parties or Third Party Responders. Emergency Dispatch Services are intended to reduce the risk of a burglary, robbery or other events occurring at the Premises but are not a guarantee such events will not occur or that there will be no personal injury or property loss as a result. The monitoring facility will not contact (nor attempt to contact) any Third Party Responder on your behalf unless you have specifically contracted with us to provide such service, or you have specifically requested that we provide such service (and we have agreed in writing to do so). Examples of where you might desire that the monitoring facility attempt to contact a Third Party Responder include situations (i) where the Premises are located in a jurisdiction in which the applicable Authorities will not respond to alarm signals at the Premises absent prior verification of an actual alarm event, or (ii) where you desire a faster response time than what might otherwise be provided by the applicable Authorities. Regardless of the circumstances, however, you acknowledge that, upon receipt of signals from your System, the monitoring facility will not contact (nor attempt to contact), nor have any obligation to contact, any Third Party Responder unless you have previously contracted with us to provide such service or you have previously requested that we provide such service (and we have agreed in writing to do so).

24. Consent to Communicate. The Emergency Dispatch Services require that we communicate with the Responsible Parties. Our communication may take different forms, including a live operator telephone call, a pre-recorded telephone message using an auto-dialer, an SMS or other form of text message or some other form of electronic communications. We will communicate with a Responsible Party at the telephone number you provide us, including any mobile phone number or residential landline number. You will (i) inform the Responsible Parties that we will communicate with them at such numbers; and (ii) obtain permission from the Responsible Parties that we may communicate with them at these telephone numbers. You will indemnify, defend and hold us harmless (without any condition that we first pay) for any Losses (as defined in Section 4 of this Agreement), including our reasonable attorneys' fees, arising out of or in connection with, due to or caused in whole or in part by, any claims asserted against us in

connection with or as a result of our communications with any of the Responsible Parties, including any claim under any state or federal consumer protection or similar law, including the Telephone Consumer Protection Act.

25. Alarm Verification Prior to Dispatch. Upon receipt of a Listed Code and before calling any Authorities or Responsible Parties or any Third Party Responder, monitoring facility personnel may, in their sole discretion, take any one or more of the following steps in an attempt to verify the need to report the Listed Code to the Authorities or any of the Responsible Parties or any Third Party Responder, (collectively, the "Alarm Verification Steps"): (i) telephone or attempt to telephone the Premises, (ii) if we have access to Real-Time Services or Recorded Services, receive, retrieve and review video from the System, (iii) intercept or retrieve and listen to oral communications or other audio from the System; or (iv) undertake such other reasonable steps to verify the need to report the Listed Code. Following any one or more of the Alarm Verification Steps, monitoring facility personnel may, in their sole discretion, determine to report (or not report) a Listed Code to the Authorities or any of the Responsible Parties or any Third Party Responder. In addition, if monitoring facility personnel are unable to verify the need to report a Listed Code to the Authorities or any of the Responsible Parties or any Third Party Responder, monitoring facility personnel shall have no obligation to report such Listed Code. Monitoring facility personnel shall have no obligation to review or monitor any audio or video from the System for any time that is not immediately before or after receipt of a Listed Code.

26. Alarm Cancellation. Upon receipt of any current cancellation code set in accordance with the Owner's Manual for the System or oral advice (confirmed by safe word) to disregard the receipt of a Listed Code, monitoring facility personnel may, in their sole discretion, determine not to report a Listed Code to the Authorities or any of the Responsible Parties or any Third Party Responder.

27. Data; Data Storage. Your online account provides you with access to certain data stored by us. You agree that we may delete any data delivered to us when (i) any storage period that applies to your account expires, (ii) this Agreement is terminated or expires or (iii) you deliver a written request pursuant to Section 38 and such deletion is not prohibited by any applicable law, regulation, regulatory authority or other applicable judicial or governmental order. Notwithstanding anything contained herein to the contrary, Indagem Tech is not responsible for any change to or loss of any data.

28. Intellectual Property. Indagem Tech grants you a non-exclusive, non-transferable license to use the Internet to access our website, www.IndagemTech.com/account (the "Portal"), to permit you to access, input, delete and modify information related to your account and the Services. There is a risk that unauthorized persons may gain access to the Portal and data thereon and you agree to assume such risk. You consent to our posting alarm event and other status reports in connection with the Service on the Portal. You will keep confidential all information available on the Portal and all passwords relating to the Portal or access thereto. This license will continue and be co-extensive with the term of this Agreement except for your (i) failure to keep confidential all information available on the Portal and all passwords or access codes relating to the Portal or access thereto, (ii) use of the license or the information in any manner that negatively affects us, (iii) use of the license or the information for any illegal purpose, (iv)

breach of this Agreement or (v) violation of any applicable law. You will be solely responsible for information you deliver, delete or modify. Upon termination of this Agreement or termination or suspension of the license by us, we may immediately, and without notice, disable your access to the Portal and cancel all passwords or other access codes. You will not (a) disclose or make available to third parties any portion of the technology associated with the Service or the Portal without our prior written consent, (b) copy, decompile, disassemble, reverse engineer, manipulate, modify, or make derivative works of any technology incorporated in the Service or the Portal.

29. Suspension of Service. Indagem Tech's obligations under this Agreement are waived automatically without notice and you release Indagem Tech for all Losses following any default or breach of this Agreement by you or if the monitoring facility, or Communications Equipment and Services are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to a credit of the unearned charges paid for the period of interruption on your request, which credit shall not exceed more than one month's service charge and shall be the limit of Indagem Tech's liability. If this Agreement is terminated or the Services are suspended or terminated for any reason, you shall immediately disconnect the System from all Communications Equipment and Services (e.g., telephone line, radio transmitter, cellular transmitter, etc.). Upon termination of this Agreement or if the Services are suspended or terminated for any reason we may, in our sole discretion, without notice, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility.

30. Time Limitation on Actions. All claims, actions or proceedings against Indagem Tech must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this Section must be complied with strictly.

31. Integrated Agreement. This Agreement and any document made a part of this Agreement contains the entire agreement between the parties respecting the transactions described in such documents and supersedes all prior or current negotiations, commitments, contracts (express or implied) warranties (express or implied) statements and representations, whether written or oral, pertaining to such transactions, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS MADE ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSED IN THIS AGREEMENT RESPECTING THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT AND ANY DOCUMENT MADE A PART OF THIS AGREEMENT AND, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY INDUCEMENT WHICH IS NOT SET FORTH IN THIS AGREEMENT.

32. Valid Agreement. Should any provision of this Agreement (or portion 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.

33. Modifications. Additions, amendments, modifications or deletions to these terms shall not become part of the Agreement unless agreed to in writing by the parties; provided that Indagem Tech may add, amend, modify or delete the terms of this Agreement by providing prior written notice of such addition, amendment, modification or deletion on its website at www.IndagemTech.com/terms-of-service and/or via a notice delivered pursuant to Section 38(ii), which amended terms shall be binding upon the parties.

34. Right to Subcontract. Monitoring of the System is provided by a third party independent contractor. Likewise, any Third Party Responder is also an independent contractor. Indagem Tech may, in its sole discretion, subcontract for the provision of any of the Services under this Agreement. The provisions of this Agreement inure to the benefit of and are applicable to (i) any subcontractors engaged to provide any of the Services to you, including any monitoring facility and any Third Party Responder; and (ii) each of the Indagem Tech Parties, and bind you to all such persons or entities listed in the foregoing subsection (i) or (ii) with the same force and effect as they bind you to Indagem Tech. Any subcontractor we engage is an independent contractor and not our partner or joint venturer. You authorize us to act as your agent for purposes of working with, or providing any directions to, any subcontractors with respect to the provision of the Services. You authorize us to share your personal information with our subcontractors or Third Parties for the purpose of providing Services under this Agreement.

35. Section Headings; Interpretation. The section titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. When used in this Agreement, (i) the word "including" shall mean "including, but not limited to;" and (ii) the term "sole discretion" shall mean "sole and absolute discretion without any liability."

36. Right to Notice and Cure. If Indagem Tech breaches this Agreement, you shall provide Indagem Tech written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. Indagem Tech may cure the breach within five (5) business days following Indagem Tech's receipt of the written notice or, if the breach cannot be reasonably cured within such period, may promptly commence to cure and diligently proceed until cured. If Indagem Tech cures any such breach, this Agreement shall continue unabated and Indagem Tech shall not be liable to you for any Losses arising out of or in connection with, due to or caused in whole or in part by any such breach.

37. Dispute Resolution. Certain portions of this Section 37 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Indagem Tech agree that Indagem Tech intends that this Section 37 satisfies the "writing" requirement of the Federal Arbitration Act.

a. In the event of any dispute or disagreement between the parties, or claim or question by a party, arising from or relating to this Agreement or the breach hereof (collectively, a "Dispute"), the parties hereto shall use their best efforts to settle the Dispute. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 60 days then, upon notice by either party to the other, such Dispute shall be finally settled by arbitration administered by the American Arbitration

Association in accordance with the provisions of its Consumer Arbitration Rules. Once the Dispute is submitted to the AAA for arbitration and each party pays the appropriate filing fees, the parties agree to equally share all costs of AAA arbitration, including Arbitrator fees and expenses. The parties will remain individually responsible for their own attorney costs or other non-AAA required costs, unless otherwise ordered by an arbitrator. If an in-person arbitration hearing is required, then it will be conducted at the American Arbitration Association's office in Boston, Massachusetts.

b. The arbitration will be heard and determined by a single neutral arbitrator selected by the AAA who is a retired judge or a lawyer with not less than 15 years of experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA's Consumer Arbitration Rules. The arbitrator will apply applicable law and the provisions of this Agreement and will determine any Dispute according to the applicable law and facts based upon the record and no other basis. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

You can obtain the AAA procedures, rules, and fee information as follows:

AAA: 800.778.7879

<http://www.adr.org/>

In arbitration, as with a court, the arbitrator must honor the terms of this Agreement and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. The parties agree that the arbitration shall be confidential. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing.

c. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 38) WITHIN 1 YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

d. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING ANY DISPUTE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER PERSONS OR ENTITIES DOING BUSINESS WITH INDAGEM TECH, OR OTHER PERSONS OR ENTITIES SIMILARLY SITUATED. FURTHERMORE, ANY DISPUTE BROUGHT BY OR AGAINST INDAGEM TECH MAY NOT BE JOINED OR

CONSOLIDATED IN THE ARBITRATION WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER INDAGEM TECH SUBSCRIBER, UNLESS OTHERWISE AGREED BY THE PARTIES. FURTHER, THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION. SUBSCRIBER SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF ITS INTENTION TO DO SO BY EMAILING TOS@INDAGEMTECH.COM WITHIN 60 DAYS OF THIS AGREEMENT BECOMING BINDING UPON SUBSCRIBER FOR THE FIRST TIME. OPTING OUT OF THIS AGREEMENT TO ARBITRATE HAS NO EFFECT ON ANY PREVIOUS, OTHER, OR FUTURE ARBITRATION AGREEMENT(S) THAT SUBSCRIBER MAY HAVE WITH INDAGEM TECH. IF THIS AGREEMENT TO ARBITRATE BECOMES BINDING, SUBSCRIBER CAN NOT CHANGE, MODIFY OR REVOKE IT (INCLUDING BY ATTEMPTING TO OPT OUT IN CONNECTION WITH ANY CONFIRMATION OF THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME) WITHOUT AN AGREEMENT IN WRITING SIGNED BY INDAGEM TECH. IN THE EVENT THAT THE SUBSCRIBER OPTS OUT OF THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH THIS SECTION 37: EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR IN CONNECTION WITH OR DUE TO ANY CLAIM OR DISPUTE THAT HAS ARISEN OR MAY ARISE BETWEEN THE PARTIES MUST BE RESOLVED EXCLUSIVELY BY A STATE OR FEDERAL COURT LOCATED IN BOSTON, MASSACHUSETTS; EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT; EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT; AND EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUCH SUIT.

38. Notices. Unless otherwise expressly provided herein, (i) all notices required to be given to Indagem Tech shall be deemed to have been duly given if in writing and mailed by regular mail, postage prepaid, or overnight delivery, by a reputable, national overnight delivery service to Indagem Tech's then current principal place of business and (ii) all notices required to be given to Subscriber shall be deemed to have been duly given if in writing and sent to the e-mail address on file with Indagem Tech for your current online account. Subscriber is responsible to provide Indagem Tech with any changes to Subscriber's e-mail address pursuant to the foregoing sentence.

39. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective.

40. Privacy Policy. Please refer to Indagem Tech's privacy policy at www.IndagemTech.com/pdf/PrivacyPolicy.pdf for important information about Indagem Tech's collection, use and sharing of Customer's personal information.