

Schedule I

Broadband Terms and Conditions

Service Definitions

1. **Shared Line ADSL** (where available) shares voice and data using an approved splitter and has no impact on voice or data that provides speeds that are “up to”, not committed information rates:
 - 1.1. Customer must provide POTS line suitable for ADSL service
 - 1.2. Customer requested changes to services or billing with the voice account that DSL is installed on may cause disruption to the DSL service.
2. **Dedicated ADSL** (where available) is a separate circuit unassociated with the voice line and is used strictly for data that provides speeds that are “up to”, not committed information rates
3. **WANZilla** (where available) is two circuits “bonded” at the router to increase bandwidth and improve resiliency provides speeds that are “up to,” not committed information rates.
4. **Cable broadband** service (where available) that provides speeds that are “up to,” not committed information rates. May require a site survey to determine if installation surcharges will apply. For sites where a survey has been done, a charge of \$300 will apply if you subsequently decline. If the results show additional construction and costs are required, no survey charge will apply if service is declined.
5. **Accel Networks 3G/4G** wireless service (as available). A wireless service where the link from the tower to the site is continuously managed and includes an SLA. Requires the installation of specialized antenna array indoors or outdoors, depending upon location. Speeds vary, provides speeds that are “up to,” not committed information rates.
6. **Wireless 3G/4G/LTE** wireless service (as available). A wireless service that excludes an SLA. Speeds vary; will not support VoIP applications.
7. **T-1** is a dedicated circuit with Committed Information Rates, which has broad availability and longer delivery times for deployment.

Subject to the terms and conditions hereinafter set forth, Company agrees to install or cause to be installed Company owned and maintained equipment as specified on the attached SOW(s), and to provide additional services as described in the attached SOW(s), which are incorporated herein by reference.

- 1) SERVICES. Company will manage for Customer the (Services) identified in all Statements of Work (SOW's) attached to this Agreement.
- 2) TERM. The "Initial Term" shall begin on the inception of this agreement and end 60 months after the last signature dated on the Agreement. The Agreement will be automatically extended ("Extended Term") on an annual basis upon the expiration of the Initial Term, unless either party has delivered written notice of its intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term. "Term" shall mean the Initial Term and the Extended Term.
- 3) EARLY TERMINATION CHARGES. If: (a) Customer terminates this Agreement during the Term for reasons other than Cause; or (b) Company terminates this Agreement for Cause pursuant to Section 9 hereof, then Customer shall pay the early termination fee equal to 50% of the service fee for the remaining site months. With respect to a site-specific cancellation, the onsite equipment will be returned to Company and a reasonable Move/Add/Change Fee will be applicable. If the System is owned by the Company, Customer shall, at its sole cost, promptly and without demand return all Systems to the Company at the termination of this Agreement.
- 4) RATES AND CHARGES. Customer agrees to pay the rates and charges set forth in this Agreement (see attached SOW's). In the event Customer receives services that are not the subject of rates, charges and discounts expressly set forth in this Agreement, Customer shall pay Company's standard rates, less Customer's applicable discounts and credits based on the volume of business that Customer is then providing to Company.
- 5) GOVERNMENTAL CHARGES. Company may adjust its rates and charges or impose additional rates and charges, upon sixty (60) days written notice to Customer, in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs (Governmental Charges). Notwithstanding the foregoing, the Governmental Charges will be pass-through charges to Customer and will not be marked up by Company.
- 6) CHANGES TO THE AGREEMENT. If Company makes any changes to the agreement that affect Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected Service without liability by providing Company with written notice of discontinuance within sixty (60) days of such change. Customer shall pay all charges incurred up to the time of Service discontinuance. Company has the right, within sixty (60) days of such change, to rescind such increase or change to the Agreement and abide by the original terms.
- 7) TAXES. All charges are exclusive of applicable taxes, tax-like charges, and tax-related surcharges, which Customer agrees to pay, except that Customer shall not be liable for the payment or reimbursement to Company of any taxes or fees measured by or against Company income or property. If Customer provides Company with a duly authorized exemption certificate, Company will exempt Customer in accordance with law; effective on the date Company receives the exemption certificate.

- 8) **PAYMENT.** Customer agrees to pay Company for all undisputed charges for Services within thirty (30) days of invoice date. All payments must be made in U.S. Dollars. Payments must be made at the address designated on the invoice or other such place as Company may designate in writing to Customer. Undisputed amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lessor of: (a) one and one-half percent (1.5%) per month, compounded; or (b) the maximum amount allowed by applicable law, as applied against the undisputed past due amounts. If Customer does not give Company written notice of a dispute with respect to Company charges or taxes within one (1) month of the date of an invoice, such invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all actual fees and expenses, including attorney's fees, reasonably incurred in collecting, or attempting to collect, any charges owed hereunder.
- 9) **TERMINATION FOR CAUSE.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" shall mean the Customer's failure to pay any undisputed charges on invoice within thirty (30) days after the date of the invoice, provided that written notice of the breach has been given to Customer, and the breach has not been cured within thirty (30) days after delivery of such notice. For all other matters, "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within sixty (60) days after delivery of such notice. If the System is owned by the Company, Customer shall, at its sole cost, promptly and without demand return the System to the Company at the termination of this Agreement.
- 10) **CONFIDENTIAL INFORMATION.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party (other than to representatives of the disclosing party, so long as such representatives are informed of the confidentiality restrictions contained in this Agreement and agree to maintain such confidentiality), any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term of this Agreement, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order.
- 11) **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY Company SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. Company SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
- 12) **DISCLAIMER OF CERTAIN DAMAGES.** EXCEPT WITH REGARD TO CLAIMS (i) ARISING UNDER SECTION 11 AND THE INDEMNIFICATION OBLIGATIONS CONTAINED HEREIN, WITH RESPECT TO EACH OF WHICH LIABILITY WILL NOT BE LIMITED PURSUANT TO THIS SECTION 12, OR (ii) FOR PERSONAL INJURY OR PROPERTY DAMAGE, WITH RESPECT TO EACH OF WHICH LIABILITY WILL BE LIMITED TO THE INSURANCE COVERAGES SPECIFIED IN SECTION 30, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 13) **LIMITATION OF LIABILITY.** EXCEPT WITH REGARD TO CLAIMS (i) ARISING UNDER SECTION 11 AND THE INDEMNIFICATION OBLIGATIONS CONTAINED HEREIN, WITH RESPECT TO EACH OF WHICH LIABILITY WILL NOT BE LIMITED PURSUANT TO THIS SECTION 13, OR (ii) FOR PERSONAL INJURY OR PROPERTY DAMAGE, WITH RESPECT TO EACH OF WHICH LIABILITY WILL BE LIMITED TO THE INSURANCE COVERAGES SPECIFIED IN SECTION 30, THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF (a) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (b) THE AMOUNT PAID BY CUSTOMER TO Company UNDER THIS AGREEMENT FOR THE ONE (1) YEAR PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.
- 14) **ASSIGNMENT.** This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.
- 15) **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Missouri without regard to its choice of law principles. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate.
- 16) **NOTICE.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received. Customer must provide ninety (90) days prior written notice for the disconnection of service at any particular site. To Interface Security Systems, LLC: At the address provided on page 1. To Customer: at the address provided on page 1.
- 17) **INDEMNIFICATION.** Company shall indemnify, defend and hold harmless Customer and its affiliates, and each of their officers, shareholders, directors, employees and agents (the Customer Indemnified Parties) from and against any and all third party claims,

demands, suits and actions, including any related liabilities, obligations, losses, damages, judgments, settlements, expenses (including attorneys' fees) and costs (collectively, Claims), incurred by or asserted against any of the Customers Indemnified Parties to the extent such Claims relate to, arise out of or result from: (i) any intentional or willful conduct or gross negligence of Company, or (ii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

- a) Customer shall indemnify, defend and hold harmless Company and its affiliates, and each of their officers, shareholders, directors, employees and agents (the Company Indemnified Parties) from and against any and all Claims incurred by or asserted against any of the Company Indemnified Parties to the extent such Claims relate to, arise out of or result from any intentional or willful conduct or gross negligence of Customer.
 - b) In the event of a Claim pursuant to (ii) of the first paragraph of this Section 17, and in addition to all other obligations of Company in this Section 17, Company will at its expense, either (i) procure for Customer the right to continue use of such infringing Services, or any component thereof; or (ii) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to Customer. If Company cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Company shall accept the return of the infringing component of the products or services, along with any other components of any products rendered unusable by Customer as a result of the infringing component, and refund the price paid to Company for such components.
- 18) **ORDERS.** Customer and Company agree that the terms and conditions of this Agreement shall apply to any order submitted by Customer and/or its affiliates and accepted by Company (Order). When Customer orders Services or products hereunder, Customer shall issue an Order to Company stating, at a minimum, the description and quantity of the Services or products being ordered and the required date(s) for delivery of such Services or products. The terms and conditions of this Agreement and the SOW shall prevail over any conflicting terms included on such Orders or any additional or conflicting terms on Company acknowledgments or invoices, with the expressed exception of attachments from Company that contain terms and conditions specific to the services being added by said attachment. In the event that Company does not provide written notice of acceptance or rejection of an Order within ten (10) business days of the Order date, acceptance of the Order will be conclusively presumed. Orders placed and acknowledgments sent under this Agreement may be sent in writing or by electronic means. Provided that any written or electronic Order or acknowledgement is issued by an authorized representative of the transmitting party, the parties agree that: (a) these electronic transmissions shall be deemed to satisfy any legal formalities requiring that agreements be in writing, (b) neither party shall contest the validity or enforceability of any such electronic transmission under any applicable statute of frauds, and (c) computer-maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. Company shall make commercially reasonable efforts to deliver the products or Services on the delivery dates indicated and to the destination and address set forth in Customer's Order provided, however, that such dates allow for the lead time(s), if any, agreed upon in this Agreement or the SOW from the date of Company receipt of such Order. Risk of loss shall pass to Customer upon receipt of the products at the specified destination. Actual freight charges from Company shipping location to Customer's specified destination will be paid by Customer.
- 19) **RFP.** Customer agrees to include Company in any Request For Proposal (RFP) or bid solicitations for services similar to the Services provided Company: (a) meets all service level commitments and other obligations defined in this Agreement, (b) has, in Customer's opinion, a viable solution to the technical requirements for the specific RFP or bid solicitation, and (c) understands and agrees that receipt of any RFP or bid solicitation does not guarantee an award in part or whole from Customer.
- 20) **PRODUCT ACCEPTANCE.** Any equipment, product or software furnished by Company to Customer under this Agreement shall be deemed accepted by Customer upon the completion of its installation and successful test & turn-up by Company that will verify that the equipment, product or software functions in accordance with Company documentation, specifications, and written representations regarding the equipment, product or software, and written representations (SOW) and any additional mutually agreed upon criteria or specifications which are set forth in an exhibit and/or attachment to this Agreement. Billing will commence upon acceptance.
- 21) **SERVICES ACCEPTANCE.** Any Services furnished by Company to Customer under this Agreement shall be deemed accepted by Customer upon the completion of its installation and successful test & turn-up by Company that will verify that the equipment, product or software functions in accordance with Company documentation, specifications, and written representations regarding the equipment, product or software, and written representations (SOW) and any additional mutually agreed upon criteria or specifications which are set forth in an exhibit and/or attachment to this Agreement. Billing will commence upon acceptance.
- 22) **MAINTENANCE; REPAIR; USE OF EXISTING SYSTEMS.** Maintenance services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the system, or to any cause beyond the control of Company, pursuant to the terms hereof, as listed on SOW. All other service shall be paid by Customer on a time and material basis at Company's then prevailing charges, or charges as agreed to in the SOW.
- a) Per call Repair service will be provided for any equipment not Company owned or covered under a maintenance plan, and consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay Company on a time and material basis at Company's then prevailing charges, or charges as agreed to in the SOW.
 - b) If the System is Company-owned, upon receipt of notice from Customer of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only. All other service shall be paid by Customer on a time and material basis at Company's then prevailing charges.
 - c) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the

Premises within a reasonable time after a service employee becomes available, after receipt of Customer's request to do so, in accordance with service level selected by Customer in SOW.

- d) It is understood and agreed by the parties that all service to the System shall be performed by Company or its designee only, but Customer agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying Company of the necessity for such service. Customer agrees to pay Company's minimum service call charge in the event Customer does not provide unrestricted access when Company attempts to provide service at the Premises.
 - e) Customer agrees that all repair, replacement or modification to the System shall be performed by Company or its designee only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at Company's then prevailing charges.
 - f) If Company takes over rendering services to an existing System, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time after providing ten (10) days written notice to Customer in the event Company determines, in its sole and absolute discretion, that there have been excessive problems related to the existing System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of Company's liability
- 23) **WARRANTY.** Company warrants that as of the date of Customer's acceptance or the end of the acceptance period, whichever is earlier, and for a period of one (1) year thereafter (the "Warranty Period") the equipment, software and Services will perform in accordance with Company documentation, specifications, and written representations regarding the equipment or Services, including any additional mutually agreed upon criteria or specifications as stipulated in an exhibit and/or attachment to this Agreement. Company warrants that during the Warranty Period the software and the media on which any Software is supplied shall be free from defects in material and workmanship. Company represents and warrants that neither the equipment, product or Software, nor any update or revision thereto, will include any virus or mechanism that is designed to delete, disable, interfere with or otherwise harm the Customer hardware, data or other program, make it inaccessible to Customer, or that is intended to provide access to or produce modifications not authorized by Customer.
- 24) **PRODUCT AVAILABILITY.** Company warrants that the equipment, products or software that are either owned by Company or protected under an Company Maintenance Plan, and specified in an exhibit and/or attachment to this Agreement, will be available to Customer throughout the Initial Term of this Agreement. Company will offer maintenance and support services for equipment, products or software purchased from Company for a period of not less than five (5) years from the date of the purchase of such equipment under this Agreement, and the prices for such Services shall be in accordance with SOW following this Agreement. The Equipment as well as the maintenance and support Services will be provided to Customer at rates to be mutually agreed upon at the time equipment, product or software is purchased.
- 25) **INSURANCE.** Company, at its own expense, shall procure and maintain during the Term of this Agreement, policies of insurance to include the following coverage: (a) Workers' Compensation Insurance for its own employees that meets the statutory limits of the states in which Company operates and all federal statutes and regulations, (b) Employers Liability of not less than \$1,000,000 combined single limit per occurrence, (c) Commercial General Liability of not less than \$1,000,000 per occurrence including personal injury, (d) Commercial Automobile Liability (including Automobile Non-Ownership Liability) with a combined single limit of not less than \$1,000,000 per occurrence, and (e) Umbrella or excess Liability Insurance providing coverage in excess of the coverage's listed in (c) and (d) above in an amount not less than \$5,000,000 per occurrence. Customer and all subsidiary and affiliated companies are to be included as additional insured's but only as respects the vicarious liability of Customer resulting from the negligent acts or omissions of Company. Company shall furnish Customer with a Certificate of Insurance evidencing such coverage and such Certificate is to provide thirty (30) days written notice to Customer prior to the effective date of termination of coverage. Nothing in this section shall be deemed to limit Company's liability to the amounts stated above. Insurance certificates and notices of modification or termination shall clearly state Company's name and shall be sent to Interface Security Systems, LLC: At the address provided on page 1.
- 26) **MISCELLANEOUS.** Company shall perform its obligations under this Agreement as an independent contractor and not as an employee or agent of Customer. Company has no power or authority to act for, bind, or represent Customer in any manner.
- a) To the extent any clause, term or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of the balance of such clause, term or provision or any other clause, term or provision hereof.
 - b) Failure of either party at any time to enforce any of the provisions of this Agreement shall not be deemed to be a waiver of such or any other provision hereof.
 - c) The performance of either party under this Agreement may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including, without limitation, acts of God, acts of civil or military authority including governmental priorities, strikes or other labor disturbances, fires, floods, epidemics, wars, or riots). After (180) cumulative days of suspension on the part of one party, the other party may, at its sole discretion, terminate its obligations without further liability.
- 27) **ENTIRE AGREEMENT.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.