



TERMS AND CONDITIONS

I. GENERAL TERMS

A. Definitions.

Agreement: Collectively, the Equipment License and Monitoring Services Agreement entered into between Customer and StallWatch and these Terms and Conditions.

Customer: The Customer as named in the Agreement.

StallWatch: Collectively, StallWatch LLC, its officers, employees, subsidiaries, affiliates, agents and representatives.

Equipment: Collectively, the cameras, routers, AirCards® and other equipment provided to Customer by or on behalf of StallWatch for the purpose of obtaining Monitoring Services.

Monitoring Services: Real-time access to the video images generated by the Equipment via stallwatch.com or supported mobile devices.

Premises: The location at which Equipment is installed by, or on behalf of, Customer for the purpose of obtaining Monitoring Services.

Capitalized Terms: All other capitalized terms shall have the meaning as set forth in the Equipment License and Monitoring Services Agreement.

B. Early Termination Options.

- i. **AirCards.** Prior to the expiration of the Term, Customer may terminate its right to use an AirCard licensed to Customer by doing the following: (a) giving 30 days advance written notice to StallWatch of its desire to terminate its use of the AirCard, (b) returning the applicable AirCard to StallWatch in good condition, and (c) by remitting to StallWatch an early termination fee of \$175 for each terminated AirCard, less \$5 per month for each month of the Term to date that Customer has paid the applicable Card Fee for the AirCard.
- ii. **Equipment License.** Provided that Customer's account is then in good standing and Customer's original Term is at least 24 months or longer, then Customer may elect to end the Term early by doing the following: (a) complying with the terms of subsection I.B(i) above to end its use of any and all AirCards licensed to Customer by the Agreement, (b) giving 30 days advance written notice to StallWatch of its desire to end the Term early, (c) by returning the Equipment to StallWatch in compliance with subsection I.L., below, and (d) by remitting to StallWatch an early termination fee of \$25 per month multiplied by the number of months then remaining in the Term.

C. Nature of License. All Equipment is being licensed to Customer for his or her personal use pursuant to the Agreement and, except for such limited license, Customer has no right or other interest in and to the Equipment. In no event shall Customer be deemed to have an ownership interest in any or all Equipment. Further, Customer shall keep the Equipment free and clear of all levies, liens and encumbrances at all times. Customer may not assign the Agreement in whole or in part to any third party without first receiving the prior written consent of StallWatch (such consent to be granted or withheld in StallWatch's sole discretion). Customer may not use the Equipment for any purpose other than in conjunction with the Monitoring Services provided by Stallwatch hereunder.

D. Legal Compliance. IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO ASCERTAIN AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS REGARDING THE POSSESSION OF, INSTALLATION OF, AND USE OF ALL EQUIPMENT AND MONITORING SERVICES. CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS STALLWATCH FOR ANY DAMAGES OR OTHER LIABILITY RESULTING FROM CUSTOMER'S MISUSE OF THE EQUIPMENT OR MONITORING SERVICES. Customer hereby represents and warrants that: (i) he/she is of legal age to receive such Equipment and Monitoring Services, (ii) installation of any Equipment at, and/or use of the Monitoring Services with respect to, each Premises is authorized by the owner thereof and all other necessary third parties, (iii) all Equipment and Monitoring Services will be used in a legal and lawful manner at all times in accordance with applicable federal, state and local laws (including, without limitation, Public Law 90-351, Title III, 18 U.S.C. Section 2511), and (iv) neither the Equipment nor the Monitoring Services will be used for the interception of or transmission of sound or verbal communications.

E. Software. Customer acknowledges that software designated by StallWatch may be necessary to access the Monitoring Services. StallWatch shall not have any liability or obligation with respect to such software whatsoever, except to the extent such software is owned and provided by StallWatch and then only to the extent as set forth in the applicable end user license agreement provided in conjunction with such software. For all software provided by third parties, Customer's use of such software will be governed by the terms and conditions as required by such third party.

F. Minimum Technical Requirements. In order to utilize the Equipment and access the Monitoring Services, Customer acknowledges that it is Customer's responsibility to obtain and provide: (a) sufficient electricity to the Equipment, (b) a computer or supported mobile device to access the stallwatch.com portal, and (c) Internet access via a 3G cellular network or landline sufficient to transmit video images. If Customer obtains an AirCard® pursuant to the Agreement, Customer agrees that such AirCard® will only be used in the Continental U.S. in conjunction with the Equipment and the Monitoring Services and otherwise in accordance with any terms and conditions provided by the AirCard® provider. Further, Customer acknowledges that the AirCard® requires availability of an adequate 3G signal and, if such signal is not provided or maintained, the Monitoring Services may be inaccessible or disrupted.

G. Electrical Outlets. Customer understands that the Equipment may provide an electrical outlet for Customer's use (5 amps maximum). Customer accepts all risks associated with the use of any such outlet including, without limitation, risk of injury, death and property damage caused by electrical shock or fire. To minimize risk of electrical shock or fire, Customer agrees to NOT: (a) connect more than one device to any such outlet, (b) connect any heater or similar device to any such outlet and (c) connect a device which uses more than 5 amps of power to any such outlet.

H. Down-time. StallWatch will endeavor to provide the Monitoring Services 24 hours a day, 7 days a week; however, Customer acknowledges that access to stallwatch.com and the Monitoring Services will be disabled or suspended from time-to-time for website and software maintenance, updates and bug fixes as deemed necessary by StallWatch and otherwise due to unscheduled outages. StallWatch will use good faith efforts to schedule routine maintenance during non-peak hours to minimize the impact of such down-time on its customers. For unscheduled outages and other disruptions to stallwatch.com or the Monitoring Services, StallWatch will use good faith efforts to restore access as soon as reasonably practicable after StallWatch becomes aware of such outage or disruption.

I. Repair and Maintenance; Equipment Return. At Customer's expense, Customer must maintain the Equipment in good condition and repair throughout the Term (reasonable wear and tear and repairs covered by the warranty contained in Section III, below, excepted), and Customer must return the Equipment to StallWatch in such condition within 30 days after the expiration of the Term. All damaged Equipment must be sent to StallWatch for evaluation as soon as practicable after the damage occurs. If the damage is repairable in StallWatch's sole discretion, StallWatch will repair the Equipment, such repair to be completed by StallWatch at its then-current rates for such repairs (but in no event shall such repair cost exceed 75% of the replacement cost of such Equipment), and Customer will be responsible for such cost of repair plus return shipping charges. If any Equipment damage is not repairable in StallWatch's sole discretion, or if Customer notifies StallWatch that any Equipment has been lost or stolen, then StallWatch will send replacement Equipment to Customer and Customer will be responsible for the replacement cost of such Equipment. Further, if any Equipment is not received by StallWatch in the condition required by this subsection within 30 days after the expiration of the Term, Customer shall remit to StallWatch the replacement cost of such Equipment. For purposes hereof, the "replacement cost" of the Equipment is conclusively deemed to be: \$200 per AirCard, \$500 per Router and \$300 per Camera, and any other Equipment will be the actual cost for StallWatch to replace such Equipment plus shipping costs, applicable taxes and an administration fee of 20%. All amounts payable by Customer pursuant to this subsection shall be remitted to StallWatch within 10 days of receipt of an invoice.

J. Customer Default. In the event that Customer fails to pay any amounts due under the Agreement when due, or otherwise defaults in any non-monetary obligation under the Agreement, then in addition to all other rights and remedies available at law or in equity, StallWatch may suspend Customer's access to the Monitoring Services and/or use of any AirCard®, without additional notice to Customer, until such time as Customer remits all past due amounts or otherwise cures its default. If any default by Customer under the Agreement continues for 10 days or more after receipt of written notice of default from StallWatch, then in addition to all other rights and remedies available at law or in equity, StallWatch may terminate the Agreement or, without terminating the Agreement, may declare the balance of all Recurring Fees due for the remainder of the Term immediately due

and payable and Customer must pay such amount in full within 10 days of receipt of an invoice. In the event that legal action is required to collect any amounts due from Customer under the Agreement, Customer must also reimburse StallWatch for all reasonable attorneys' fees and court costs actually incurred by StallWatch. All of StallWatch's remedies under the Agreement are cumulative and may be exercised concurrently or separately.

- K. **Advance Payments and Security Deposits.** In the event of any non-payment of an amount when due by Customer, in addition to all other available rights and remedies, StallWatch may, in its discretion, apply the advance payment of the last month's fees (if collected by Stallwatch pursuant to the Agreement) against the past due amount. Further, if a deposit is retained by StallWatch for any identified Equipment (as identified as a "deposit" or "security deposit" in the Agreement), then, in addition to all other available rights and remedies for Customer's failure to make payments when due in accordance with the Agreement and/or failure by Customer to return any Equipment in accordance with subsection I.I., above, StallWatch may, in its discretion, apply any such deposit against the outstanding payment or the amount due pursuant to subsection I.I., above, as the case may be. If any or all of any such deposit retained by StallWatch is not applied in accordance with this paragraph, then the balance, if any, shall be returned to Customer within 30 days of receipt by StallWatch of the Equipment in the condition required by subsection I.I., above.
- L. **Deviation from Materials.** StallWatch is not responsible for typographical errors contained on its website or any catalogs, advertisements, direct mailings, or other printed matter. All pictures contained in such media are representative of the Equipment, but may not be exact photographs. StallWatch reserves the right to substitute items of at least equal quality and function.
- M. **Notification.** All notices and other communications between the parties must be in writing. Notices to Customer must be delivered to Customer via E-Mail or hard copy mail by using the Email or shipping address set forth in the Agreement. For notices to StallWatch, notices must be delivered to StallWatch via the identified "contact us" link at stallwatch.com (if available) or via hard copy mail by confirmed delivery to StallWatch, Attn: Customer Services, 116 Wilson Pike Circle, Suite 103, Brentwood, TN 37027. All notices to StallWatch must identify Customer by name or Customer's assigned user ID. Either party may modify its contact address for notice purposes by providing written notice of modification to the other party pursuant to this subsection. Notices shall be deemed received upon actual receipt by the notified party or attempted delivery if delivered in accordance with this subsection, Monday through Friday, 8 a.m. to 5 p.m. CST.
- N. **Applicable Law; Jurisdiction.** The Agreement shall be governed by and construed under the laws of the State of Tennessee. In the event either party resorts to legal action for enforcement of its rights hereunder, the parties agree that the state and federal courts located in Williamson County, Tennessee, shall have exclusive jurisdiction of such claims and the parties hereby consent to the personal jurisdiction and venue of such courts.
- O. **Miscellaneous.** In the event any of the terms of the Agreement are in conflict with any applicable rule of law or statutory provision or are otherwise unenforceable under applicable laws or regulations, such terms shall be deemed stricken from the Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of the Agreement and the Agreement shall continue in force unless the invalid or unenforceable terms comprise an integral part of, or are otherwise inseparable from, the remainder of the Agreement. The Agreement constitutes the complete agreement between Customer and StallWatch with respect to the Equipment and Monitoring Services; therefore, the Agreement supersedes any prior agreements, representations and statements, including, without limitation, representations and statements made in any sales literature, marketing communications, website advertisements or statements made by any representative of StallWatch. No modification to the Agreement will be valid unless in writing and signed by StallWatch. No party shall be deemed to have waived any of its rights in and to the Agreement unless such waiver is in writing and signed by the waiving party. No delay or omission by either party in exercising any rights under the Agreement shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be deemed a consent to or waiver of any right or remedy in the future. The terms of the Agreement which must survive in order to give full legal effect thereto (including, without limitation, the payment obligations of Customer and the terms of Sections II and III, below), shall survive the termination of the Agreement or expiration of the Term.

- II. **LIMITED WARRANTY.** StallWatch warrants that the Equipment will be free from material defects in materials and workmanship under normal use as permitted by this Agreement throughout the Term. This Limited Warranty extends only to the original Customer and is not transferable to anyone who obtains ownership or use of the Equipment, directly or indirectly, from the original Customer. During the Term, StallWatch will repair or replace defective Equipment within a reasonable time period after Customer initiates a repair request through stallwatch.com (if available) or via telephone by calling 877-888-4560 and Customer follows the return repair instructions indicated by StallWatch. In the unlikely event that a particular item of Equipment has a recurring failure, StallWatch, at its discretion, may provide Customer with a replacement piece of Equipment chosen by StallWatch that is at least equivalent to the original Equipment in terms of functionality and performance. THIS IS CUSTOMER'S EXCLUSIVE REMEDY FOR DEFECTIVE EQUIPMENT. Notwithstanding anything herein to the contrary, defects, damage or non-functionality that result from any of the following shall VOID the limited warranty set forth in this Section II: (i) failure to comply with the terms of use as contained in the Agreement or otherwise specified by StallWatch, (ii) loss, accident, misuse, abuse, or other cause of damage to the Equipment after the date of delivery to Customer; (iii) failure to repair and maintain the Equipment in accordance with the Agreement, or (iv) modifications or alterations to the Equipment not performed by StallWatch.

III. LIMITATIONS ON LIABILITY

- A. EXCEPT AS STATED IN SECTION II, ABOVE, TO THE CONTRARY, STALLWATCH DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR AGREEMENT, EXPRESS OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT OR MONITORING SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR NON-INTERFERENCE). STALLWATCH DOES NOT REPRESENT NOR WARRANT THAT ANY EQUIPMENT OR MONITORING SERVICE WILL PREVENT INJURY, LIABILITY, CLAIM OR LOSS, WHETHER BY THEFT, BURGLARY, FIRE, PERSONAL EMERGENCY OR OTHERWISE, NOR DOES STALLWATCH REPRESENT OR WARRANT THAT USE OF ANY EQUIPMENT OR THE PROVISION OF MONITORING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- B. CUSTOMER ACKNOWLEDGES AND AGREES THAT STALLWATCH IS NOT AN INSURER AND THAT STALLWATCH DOES NOT PROVIDE ANY COVERAGE AGAINST, AND STALLWATCH IS NOT RESPONSIBLE FOR, ANY LOSS OR DAMAGE TO PROPERTY OR INJURY TO ANY PERSON. THE AMOUNTS PAID BY CUSTOMER TO STALLWATCH UNDER THIS AGREEMENT ARE BASED UPON THE EQUIPMENT AND MONITORING SERVICES PROVIDED BY STALLWATCH AND THE LIMITED LIABILITY ASSUMED BY STALLWATCH UNDER THE AGREEMENT AND SUCH AMOUNTS ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD STALLWATCH HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS.
- C. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, STALLWATCH'S MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO CLAIMS MADE BY CUSTOMER NO LATER THAN 30 DAYS AFTER THE EXPIRATION OF THE TERM AND, AT A MAXIMUM, ALL SUCH CLAIMS MUST NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER PURSUANT TO THE AGREEMENT. FURTHER, IN NO EVENT SHALL STALLWATCH BE LIABLE FOR, AND CUSTOMER HEREBY WAIVES ANY RIGHT TO CLAIM, ANY AND ALL SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- D. THE EQUIPMENT AND MONITORING SERVICES EMPLOY WIRELESS TECHNOLOGY AND MAY FACILITATE TRANSMISSION OF DATA AND/OR VIDEO VIA SATELLITE OR THE INTERNET. BY UTILIZING SUCH EQUIPMENT, CUSTOMER ACKNOWLEDGES THAT ANY SUCH TRANSMISSIONS ARE NOT GUARANTEED TO BE 100% SECURE AND THAT SUCH TRANSMISSIONS ARE VULNERABLE TO INTERCEPTION OR MANIPULATION BY THIRD PARTIES. THE USE OF THE EQUIPMENT IS EXPRESSLY AT CUSTOMER'S OWN RISK. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD STALLWATCH HARMLESS FROM AND AGAINST ANY LOSS, CLAIM, DAMAGE OR LIABILITY RESULTING FROM THE LOSS, MANIPULATION, INTERFERENCE OR INTERCEPTION OF DATA AND/OR VIDEO TRANSMITTED USING ANY EQUIPMENT OR MONITORING SERVICES.
- E. THESE LIMITATIONS OF LIABILITY APPLY WHETHER DAMAGES ARE SOUGHT, OR A CLAIM IS MADE, UNDER A CLAIM OF BREACH OF WARRANTY OR CONTRACT, AS A TORT CLAIM (INCLUDING SIMPLE NEGLIGENCE, JOINT NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, GROSS NEGLIGENCE AND STRICT PRODUCT LIABILITY), OR ANY OTHER CLAIM. FURTHER, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL BE EFFECTIVE EVEN IF STALLWATCH KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF A PARTICULAR LOSS, DAMAGE OR LIABILITY. ANY WARRANTIES IMPOSED BY LAW WHICH MAY NOT BE SO LIMITED, WAIVED OR DISCLAIMED AS SET FORTH HEREIN SHALL INSTEAD BE DEEMED LIMITED, WAIVED OR DISCLAIMED TO THE FULLEST EXTENT POSSIBLE WITHIN THE BOUNDS OF SUCH LAWS.