

## **Remote Monitoring Service Standard Terms and Conditions**

THESE REMOTE MONITORING SERVICE STANDARD TERMS AND CONDITIONS (including the Schedules hereto, these “**Terms**”) are a binding agreement and between BLUE EYE CORPORATION, a Delaware corporation, with its principal place of business at 423 West 300 South, Suite 290, Salt Lake City, UT 84101 (“**Blue Eye**”), and the person, company or other entity that has purchased Blue Eye Monitoring Services from a Partner (the “**Subscriber**”). As used herein, “**Party(ies)**” means, individually or collectively, Blue Eye and/or the Subscriber and their respective permitted successors and assigns; and “**Partner**” means the Blue Eye resale partner from whom the Subscriber has purchased Monitoring Services.

By using the Monitoring Services, the Subscriber agrees to be bound by these Terms. If the Subscriber does not agree to these Terms, the Subscriber is not authorized to use the Monitoring Services.

**Monitoring Services.** Subject to these Terms, Blue Eye shall provide the monitoring services set forth in this Section 1 (the “**Monitoring Services**”) utilizing the remote monitoring system (the “**System**”) consisting of cameras and transmission equipment (the “**Subscriber Equipment**”) and installed by a Blue Eye resale partner on the Premises. As used herein, “**Premises**” means the premises of the Subscriber set forth in the records of the applicable Partner, at which the System has been installed and for which the Monitoring Services are purchased.

- Blue Eye shall monitor transmissions from the System installed on the Subscriber Equipment in accordance with the monitoring schedule set forth on Schedule 1. In response to an applicable triggering event, Blue Eye shall use commercially reasonable efforts to notify the proper authorities or other persons in accordance with response protocol set forth on Schedule 2 the “**Response Protocol**”). Blue Eye does not represent or warrant that transmissions to or from the Premises, the Subscriber Equipment or the System will not be interrupted, circumvented, or compromised. Blue Eye does not assume any liability for delay or operation of the Subscriber Equipment, internet service, cellular and/or radio frequency, or other potential methods communication methods, regardless of the reason. THE SUBSCRIBER ACKNOWLEDGES THAT IF THE SUBSCRIBER EQUIPMENT, INTERNET SERVICE, TELEPHONE OR OTHER TRANSMISSION SERVICE IS INTERRUPTED, DISCONNECTED, MODIFIED, OR OTHERWISE NOT PROPERLY FUNCTIONING FOR ANY REASON, THE SYSTEM MAY NOT BE ABLE TO SEND AND BLUE EYE (OR ITS SUBCONTRACTORS) MAY NOT BE ABLE TO RECEIVE, AND TRANSMISSIONS MAY NOT BE MADE TO BLUE EYE OR ITS SUBCONTRACTORS. The Subscriber acknowledges and agrees that Blue Eye shall not be liable for the activation, interruption, operation, or non-operation of the Subscriber Equipment, internet service, telephone or cellular transmissions, equipment or service, or any other related matter.

- The Subscriber shall provide Internet service to the Premises that satisfies the Minimum Internet Specifications set forth in Schedule 3.

- Maintenance of the Subscriber Equipment, internet service and other equipment located on the Premises shall remain the sole responsibility of the Subscriber, and Blue Eye shall not be obligated to furnish maintenance or repair services nor be liable under these Terms for repairs to, replacement of, or additions to the System.

**• Taxes and Other Charges.**

- The Subscriber agrees to pay all directly and indirectly imposed sales tax or other taxes required in

connection with the Monitoring Services, including but not limited to charges made by any internet service provider or other utility for service of the network servicing the System, any increase in electricity charges, and any building permit or other fees required under any ordinances or laws in order to monitor and/or maintain the Monitoring Services at the Premises. Blue Eye may pass these charges through to the Subscriber at any time.

- Expenses and penalties, including, without limitation, false alarm fees, assessed against the Subscriber and/or Blue Eye by any court or local, state or federal governmental agency shall be the sole responsibility of the Subscriber and shall be paid immediately. If Blue Eye receives an excessive number of false alarms (to be determined in its sole discretion) Blue Eye may terminate the Monitoring Services and these Terms immediately upon written notice to the Subscriber. If the Response Protocol involves contacting municipal or other public service authorities, then the Subscriber shall be responsible for any “false alarms.” In addition to all other legal remedies set forth in these Terms, Blue Eye may, at its option, be excused from further performance if it determines, in its sole discretion, that the Subscriber intentionally or recklessly caused any such “false alarm.” Blue Eye’s excuse from performance shall not affect its right to recover damages from the Subscriber. In the event a fine, penalty, or fee is assessed against Blue Eye by a governmental or municipal agency in connection with the System or the Monitoring Services, the Subscriber agrees to promptly reimburse Blue Eye for the same. The Subscriber represents that the Subscriber fully understands that the System is subject to the influence of external events which are not within the control of Blue Eye and which may cause Blue Eye to follow the Response Protocol even though no event has occurred which threatens the security of the Premises. Such occurrences shall not excuse any of the obligations of the Subscriber as set forth in these Terms.

- The Subscriber understands and agrees that the Subscriber will be responsible for acquiring and renewing all applicable licenses and permits required by any government authority in connection with the Monitoring Services. IF THE SUBSCRIBER FAILS TO MAINTAIN AND/OR PROVIDE OR UPDATE ANY REQUIRED LICENSE OR PERMIT, BLUE EYE WILL NOT BE HELD RESPONSIBLE FOR PERFORMING THE MONITORING SERVICES AND MAY TERMINATE THE MONITORING SERVICES WITHOUT NOTICE TO THE SUBSCRIBER.

- The Subscriber shall promptly reimburse Blue Eye for fees assessed against Blue Eye as a result of an emergency call originating from the Premises.

- The Subscriber acknowledges that Blue Eye specifically disclaims any responsibility for services associated with notifying or dispatching paramedics, doctors and other medical personnel and/or ambulance services and if there are any charges incurred as a result of such notification, said charges shall be the responsibility of the Subscriber, whether or not the Subscriber requested such notice and whether or not such entities were correctly or incorrectly notified by Blue Eye. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER BLUE EYE NOR ITS SUBCONTRACTORS, ASSIGNEES, AGENTS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, FOR PURPOSES OF THIS SECTION 5, “BLUE EYE”), IS AN INSURER. INSURANCE, IF ANY, SHALL BE OBTAINED BY THE SUBSCRIBER. THE AMOUNTS PAYABLE TO BLUE EYE HEREUNDER ARE BASED UPON THE VALUE OF THE MONITORING SERVICES AND ARE NOT RELATED TO THE VALUE OF THE SUBSCRIBER’S PROPERTY OR PROPERTY OF OTHERS LOCATED IN THE SUBSCRIBER’S PREMISES. THE SUBSCRIBER AGREES TO LOOK EXCLUSIVELY TO THE SUBSCRIBER’S INSURER TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND RELEASES AND WAIVES, ON BEHALF OF ITSELF AND ITS INSURER, ALL RIGHT OF RECOVERY AGAINST BLUE EYE ARISING BY WAY OF SUBROGATION. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF BLUE EYE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE

SUBSCRIBER THEREFORE AGREES THAT IF BLUE EYE SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY DUE TO A FAILURE OF SYSTEM OR SERVICES IN ANY RESPECT, BLUE EYE'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY THE SUBSCRIBER WITH RESPECT TO MONITORING SERVICES PROVIDED BY BLUE EYE DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY SUCH LOSS. THE PROVISIONS OF THIS SECTION 5 SHALL APPLY TO ANY LOSS, DAMAGE, OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, WHICH RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM THE NEGLIGENCE, ACTIVE, PASSIVE OR OTHERWISE, STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER ALLEGED FAULT ON THE PART OF BLUE EYE OR ITS SUBCONTRACTORS.

**Subscriber Indemnification Obligations.** The Subscriber shall indemnify, defend and hold Blue Eye and its subcontractors, assignees, agents, employees, subsidiaries and affiliates (collectively, the "**Blue Eye Indemnified Parties**") harmless from any claims, actions, losses, liabilities, damages and expenses (including attorney's fees and court costs) made, assessed or awarded against any such Blue Eye Indemnified Party: (a) arising out of or in connection with the Subscriber's use of any of the Subscriber Equipment, the System or the Monitoring Services; or (b) arising out of or in connection with a breach of any of the Subscriber's representations, warranties or other obligations set forth in these Terms. Further, in the event any person not a party to these Terms shall make any claim or file any lawsuit against any Blue Eye Indemnified Party, in any way relating to the Subscriber Equipment, the Monitoring Services or the System, including for failure of the System or the Monitoring Services in any respect, the Subscriber agrees to defend, indemnify and hold such Blue Eye Indemnified Party harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorneys' fees. These obligations shall survive the expiration or termination of the Monitoring Services and/or these Terms and shall apply even if such claim or lawsuit arises out of negligence, gross negligence, failure to perform, strict liability, breach of warranty, failure to comply with any applicable law or other fault. The Subscriber hereby releases, discharges and agrees to hold the Blue Eye Indemnified Parties harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Premises whether said claims are made by the Subscriber, its agents or insurance company or other parties claiming under or through the Subscriber. The Subscriber agrees to defend and hold the Blue Eye Indemnified Parties harmless from, and indemnify the Blue Eye Indemnified Parties against, any action or subrogation which may be brought against any Blue Eye Indemnified Party by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. The Subscriber shall notify its insurance carrier of the terms of this provision.

**Third Party Products and Services.** The Monitoring Services may rely on or interoperate with certain third party products and services in addition to the System and Subscriber Equipment. These third party products and services are beyond Blue Eye's control, but their operation may impact or be impacted by the use and reliability of the Monitoring Services. The Subscriber acknowledges and agrees that: (i) the use and availability of the Monitoring Services is dependent on third party product vendors and service providers, (ii) these third party products and services may not operate in a reliable manner and may impact the way that

the Monitoring Services operate, and (iii) Blue Eye is not responsible for damages and losses arising from or related to these third party products and services. BLUE EYE HEREBY DISCLAIMS AND YOU HEREBY DISCHARGE, WAIVE AND RELEASE BLUE EYE AND ITS LICENSORS AND SUPPLIERS FROM ANY PAST, PRESENT, AND FUTURE CLAIMS, LIABILITIES, AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO YOUR INTERACTIONS WITH SUCH THIRD PARTIES AND THEIR PRODUCTS AND SERVICES.

**Recording.** The Subscriber acknowledges that Blue Eye will listen to and record video and/or audio related to monitored activity at the Premises as well as conversations that the Subscriber, its employees, invitees and/or any other person at the Premises has with Blue Eye or its subcontractors or emergency services providers and law enforcement personnel. The Subscriber agrees and consents for itself and its employees, agents, customers, guests, invitees and licensees to the aforementioned actions regarding video and communications and that Blue Eye shall have no liability pertaining thereto. The Subscriber agrees to take all necessary actions to inform its employees, agents, customers, guests, invitees and licensees of the listening, viewing and recording of communications and video as aforementioned, and agrees to indemnify Blue Eye against any claims related to the listening, viewing or recording of communications and video. The Subscriber understands that privacy cannot be guaranteed on telephone, cable and computer systems and Blue Eye shall not be liable for any claims, loss, damages or costs which may result from any lack of privacy experienced. The Subscriber consents to (a) use of the Subscriber's information about the Subscriber and the Premises to administer the Monitoring Services and to provide such information to emergency services providers or law enforcement personnel.

• **Representations and Warranties of the Parties.**

Representations and Warranties of the Subscriber. The Subscriber hereby represents and warrants to Blue Eye as follows: (i) these Terms constitute the legal, valid and binding obligation of the Subscriber; (ii) the Subscriber is duly organized, validly existing and in good standing under the laws of the state of its incorporation/organization, and has full power and authority to perform its obligations under these Terms; (iii) the performance by the Subscriber of its obligations hereunder will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (A) any provision of law, rule or regulation to which the Subscriber is subject, (B) any order, judgment or decree applicable to the Subscriber or binding upon its assets or properties, (C) any provision of the charter or other organizational documents of the Subscriber, or (D) any agreement or other instrument applicable to the Subscriber or binding upon its assets or properties; and (iv) no consent, approval or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by the Subscriber in connection with the performance by the Subscriber of its obligations hereunder or the taking by the Subscriber of any other action contemplated hereby.

Representations and Warranties of Blue Eye. Blue Eye hereby represents and warrants to the Subscriber as follows: (i) these Terms constitute the legal, valid and binding obligation of Blue Eye; (ii) Blue Eye is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to perform its obligations under these Terms; (iii) the performance by Blue Eye of its obligations hereunder will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (A) any provision of law, rule or regulation to which Blue Eye is subject, (B) any order, judgment or decree applicable to Blue Eye or binding upon its assets or properties, (C)

any provision of the charter or other organizational documents of Blue Eye, or (D) any agreement or other instrument applicable to Blue Eye or binding upon its assets or properties; and (iv) no consent, approval or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by Blue Eye in connection with the performance by Blue Eye of its obligations hereunder or the taking by Blue Eye of any other action contemplated hereby.

**Disclaimer of Warranties.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS OTHERWISE UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN THIS AGREEMENT, BLUE EYE DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, OF ANY KIND INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT IN RELATION TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, AS TO THE MONITORING SERVICES. WITHOUT LIMITING THE FOREGOING, BLUE EYE SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR-FREE. THE SUBSCRIBER ACKNOWLEDGES THAT, WHILE BLUE EYE USES REASONABLE EFFORTS TO PROVIDE THE MONITORING SERVICES, THE PROVISION THEREOF INVOLVES THE POSSIBILITY OF HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES. BLUE EYE DOES NOT MAKE ANY GUARANTY OR WARRANTY THAT THE MONITORING SERVICES SUPPLIED WILL AVERT, DETECT OR PREVENT FIRE, BURGLARY, PROPERTY DAMAGE, BODILY INJURY OR OTHER OCCURRENCES THE MONITORING SERVICES ARE DESIGNED TO DETECT.

• **Termination.**

- As between Blue Eye and the Subscriber, the Subscriber may terminate the Monitoring Services and these Terms for any time and for any reason by providing written notice to Blue Eye.

- Blue Eye may terminate the Monitoring Services and these Terms for a material breach by the Subscriber of its obligations hereunder if such continues uncured for a period of thirty (30) days after Blue Eye provides the Subscriber with written notification of breach.

- If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall notify the other party citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within thirty (30) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such thirty (30) day period, and pursue any and all remedies available in law, equity, and under this Agreement. Either party may terminate this Agreement for any reason whatsoever upon delivering thirty (30) days' prior notice to the other. Customer will be liable for and will pay all outstanding rental fees and other costs under this Agreement and Vendor will pay all outstanding revenue share amounts due as of the day of termination.

- Blue Eye may terminate the Monitoring Services and these Terms immediately upon written notice to the Subscriber in the event that the Subscriber: (i) makes a general assignment for the benefit of creditors; (ii) appoints or has appointed a receiver to take charge of all or part of its property; (iii) admits in writing its inability to pay its debts generally as they mature; (iv) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it; (v) otherwise substantially ceases its

business operations; (vi) takes any action for the purpose of effecting any of the foregoing; or (vii) commences proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Subscriber or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Subscriber or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement.

- Upon any expiration or termination of the Monitoring Services and/or these Terms: (i) Blue Eye shall immediately cease providing the Monitoring Services; and (ii) the Subscriber will immediately pay any and all outstanding expenses and charges owed to Blue Eye. Notwithstanding the expiration or termination of the Monitoring Services and/or these Terms or any renewal period hereof, it is acknowledged that those rights and obligations that by their nature are intended to survive such expiration or earlier termination will survive.

**Governing Law; Venue.** These Terms shall be governed by and construed in accordance with the laws of the State of Utah without regard to its choice of law principles. The state and federal courts located in Salt Lake County, Utah shall have the sole and exclusive jurisdiction over any claims or actions arising out of or related to these Terms, and the Subscriber hereby consents to personal jurisdiction of such courts.

**Assignment; Subcontractors; Successors and Assigns.** This Agreement may not be transferred or assigned by the Subscriber without the express written consent of Blue Eye. Any purported transfer or assignment in contravention of this Section 14 shall be null and void. Blue Eye shall have the right to assign these Terms and its rights and obligations hereunder (in whole or in part) without notice to the Subscriber or to any other person or entity. Blue Eye shall have the right to delegate any or all of its duties hereunder to subcontractors in its sole discretion. These Terms shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns. No person shall be a third party beneficiary of these Terms.

**Publicity.** Neither Party may use the other Party's trademarks, service marks, trade names, logos or other commercial or product designations (collectively, "**Marks**") in any publication, advertisement or public announcement without the other Party's prior written consent. Notwithstanding the foregoing, Blue Eye may reference the Subscriber in Blue Eye's customer listings. Blue Eye may also place the Subscriber's name and logo on Blue Eye's web site and in marketing materials relating to Blue Eye's products and services. Blue Eye may also request the Subscriber's permission to use the Subscriber and agreed representatives of the Subscriber as contactable references in Blue Eye's negotiations with potential customers and other third parties, such permission not to be unreasonably withheld or delayed. The Subscriber hereby grants Blue Eye a non-exclusive, non-transferable, royalty-free, worldwide right and license to use its Marks for the foregoing permitted purposes.

**Attorneys' Fees, Costs, and Expenses.** In any action, proceeding, or dispute, with or without litigation, arising out of these Terms or the transactions contemplated hereby, the successful party therein (regardless of whether the matter is pursued to judgment or is voluntarily dismissed) shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication costs and all other expenses incurred by the successful party in connection therewith, at trial and all appellate proceedings, and in all bankruptcy, administrative, and similar proceedings.

**Severability; Construction.** If any provision of these Terms conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of these Terms shall remain in full force and effect. These Terms have been negotiated by the Parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party. The headings of the sections and subsections of these Terms are inserted for convenience only and shall not be deemed to constitute part of these Terms or to affect the construction hereof. The Parties agree that any and all purchase orders or other purchase documentation shall be superseded by these Terms.

**Remedies.** The Parties agree that, notwithstanding any other provision of these Terms, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

**Force Majeure.** Excluding payment obligations, neither Party shall be in breach or otherwise liable for events beyond the Party's control (other than events that could have been avoided or prevented by commercially reasonable foresight, planning or implementation), including, but not limited to, an act of God, fire, earthquake, flood or other natural disasters, power failures, acts of government or acts of any third party. Each Party experiencing any of the foregoing shall promptly notify the other Party of the nature and expected duration thereof, if known.

**No Waiver.** The failure of either Party to enforce at any time any of the provisions of these Terms shall not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions.

**Need for Writing.** No employee, agent, representative, or Affiliate of Blue Eye has authority to bind Blue Eye to any oral representation, warranty, covenant or other obligation concerning the Monitoring Services or any other matters related to these Terms. Any such representation, warranty, covenant or other obligation not expressly contained in these Terms will not be enforceable.

**Independent Contractors.** The Parties are independent contractors and nothing in these Terms will be construed to create a joint venture, partnership or an agency relationship between the parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

**Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to its subject matter and supersedes all previous agreements, understandings, discussions and negotiations between the parties with respect to such subject matter, whether written or oral. Both Parties acknowledge having read and understood these Terms and agree to be bound hereby. Except as otherwise provided herein, no modification of or amendment to these Terms, nor any waiver of any rights under these Terms, will be effective unless in writing signed by the party against whom such modification, amendment, or waiver is to be enforced.

**Jury Trial Waiver.** BOTH PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL

IN ANY JUDICIAL ACTION BROUGHT BY EITHER PARTY WHICH RELATES IN ANY WAY TO THESE TERMS, WHETHER BASED UPON CONTRACT, NEGLIGENCE, OR OTHERWISE.

*[End]*