

THE ACCEPTANCE OF THIS AGREEMENT IS TO BE BY ELECTRONIC SIGNATURE AS WILL BE DIRECTED BY ROOF MONITOR TO OWNER AT THE OWNER'S EMAIL ADDRESS SET FORTH HEREIN. THIS AGREEMENT IS A PROPOSAL ONLY AND NOT BINDING ON OWNER, DEALER OR ROOF MONITOR UNLESS AND UNTIL ACCEPTED BY ELECTRONIC SIGNATURE IN THE MANNER HEREIN PROVIDED.

JOB (SALES ORDER) NUMBER _____



OWNER AGREEMENT FOR ROOF MONITOR SYSTEM

This Owner Agreement for Roof Monitor System (the "System") is being entered into by and between (i) BELDON TECHNOLOGIES, INC., a Texas corporation, d/b/a Roof Monitor ("Roof Monitor"), (ii) the Dealer identified herein, and (iii) the Owner identified herein, pursuant to which the Owner will acquire and Dealer will install and Owner will use the Roof Monitor System on the Facility identified herein (the "Agreement"). This Agreement will be effective and enforceable against Roof Monitor, Dealer and Owner only after it is accepted by Owner and Dealer and submitted to Roof Monitor and accepted by Roof Monitor in the manner herein set out. The date of Roof Monitor acceptance will be the effective date of this Agreement (the "Date of Agreement").

INSTALLATION AND USE OF ANY PART OF THE ROOF MONITOR SYSTEM BY OR ON BEHALF OF OWNER IS SUBJECT TO THIS AGREEMENT. OWNER SHOULD NOT ELECTRONICALLY EXECUTE THIS AGREEMENT, INSTALL AND/OR OTHERWISE USE ANY PART OF THE ROOF MONITOR SYSTEM UNLESS [1] OWNER RECEIVED AND HAS REVIEWED THIS AGREEMENT AND THE ANCILLARY AGREEMENTS PROVIDED FOR HEREIN AND [2] AGREES TO AND CAN COMPLY WITH ALL OF THE TERMS OF THIS AGREEMENT.

BY ACCEPTANCE OF THIS AGREEMENT, OWNER ACKNOWLEDGES AND AGREES: THAT THE PRODUCT IS A LIVE LOAD INDICATOR DEVICE AND NOT AN ALARM SYSTEM, AND DOES NOT PERFORM ANY OF THE FUNCTIONS OF AN ALARM SYSTEM; THAT THE PRODUCT DOES NOT MEASURE OR INDICATE THE INTEGRITY OF THE ROOF SYSTEM OR ANY STRUCTURAL ELEMENT OF THE OWNER'S FACILITY ON/IN WHICH THE PRODUCT WILL BE INSTALLED; THAT THE ROOF MONITOR SYSTEM, INCLUDING THE MONITORING SERVICES, ARE NOT A METEOROLOGICAL SERVICE, AND DO NOT PERFORM ANY OF THE FUNCTIONS OF A METEOROLOGICAL SERVICE; AND THAT ANY REMOTE MONITORING OF THE SYSTEM MAY ONLY BE THROUGH THE INTEGRATED SOFTWARE IN THE SYSTEM AND UNDER THE MONITORING AGREEMENT.

RECITALS

WHEREAS, Roof Monitor has developed and owns the system known as “Roof Monitor™”, which is a technology-based system designed to monitor changes in live loads resulting from accumulation of water and/or snow on roofs of low-sloped buildings (collectively the “Roof Monitor System”). The Roof Monitor System includes the equipment installed on and in the building (the “Product”), any firmware contained in the Product (the “Integrated Software”), the application software made available by Roof Monitor at www.roofmonitor.com (or any replacement web site) (the “Online Software”, and together with the Integrated Software, the “Software”), and any and all related user documentation and other proprietary material provided or made available by Roof Monitor in whatever media, now or in the future; and

WHEREAS, Owner desires to utilize aspects of the Roof Monitor System for the Facility identified herein, on the terms and conditions set forth in this Agreement; and

WHEREAS, Dealer is an Authorized Service Provider of Roof Monitor and has been authorized by Roof Monitor to install and to provide Warranty Service for the Roof Monitor System;

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roof Monitor, Dealer and Owner agree to the terms and conditions of this Agreement. This Agreement includes the following documents in the form which can be found at www.roofmonitor.com (which are collectively referred to herein as the “Ancillary Agreements”), which are incorporated herein by reference to the same extent as if fully set forth herein, all of which taken together constitute one and the same agreement:

- ▶ the Standard Terms and Conditions for Roof Monitor Owner Agreement (the “Standard Terms”);
- ▶ the Sales Order (which is the Quote provided to Owner and becomes the Sales Order when accepted);
- ▶ the Sensor Grid Placement Sheet reflecting the Sensor placement for the Facility;
- ▶ the Roof Monitor™ Smart Roof Protection Limited Warranty (the “Roof Monitor Product Warranty”);
- ▶ the Quick Installation Guide & Owner Operating Manual (the “Owner Manual”); and
- ▶ the Monitoring Agreement (if applicable)

The form of each of the Ancillary Agreements as set forth at www.roofmonitor.com as of the Date of Owner Acceptance (as provided for below) shall be the form applicable to this Agreement. The form of Owner Manual may be updated from time to time by Roof Monitor, and may be found at www.roofmonitor.com.

To the extent, if any, that any information set out in this Agreement conflicts with any of the terms and provisions set forth in any of the Ancillary Agreements, the terms and provisions set forth in this Agreement shall control; excepting only that to the extent, if any, that any information set out in this Agreement conflicts with any of the terms and provisions set forth in the Roof Monitor Product Warranty, the terms and provisions set forth in the Roof Monitor Product Warranty shall control.

Owner is contracting with Roof Monitor for acquisition of the Roof Monitor System and for Warranty Service pursuant to the Roof Monitor Product Warranty. Roof Monitor will provide the Warranty Service in accordance with the Roof Monitor Product Warranty, which may be provided through subcontract with Dealer. Dealer is an agent of Roof Monitor for purpose of selling the Roof Monitor System. Owner is contracting with Dealer (not Roof Monitor) for the Installation Services.

1. Dealer:

Name of Dealer: _____

Address of Dealer: _____
[Print Street Number and Name]

[Print City, State and Zip Code]

Email Address of Dealer: _____

Dealer may not accept this Agreement on behalf of Roof Monitor or obligate Roof Monitor in any way; and neither Roof Monitor or Dealer nor Owner will be obligated under this Agreement until this Agreement is first accepted by Owner and Dealer in the manner herein provided, and then accepted by Roof Monitor in the manner herein provided.

2. Owner:

Entity Name: _____

Form of Entity: _____
[e.g., corporation, limited liability company, limited partnership, partnership, sole proprietorship]

State of Formation: _____ Federal Tax ID No. _____

Address of Owner: _____
[Print Street Number and Name]

[Print City, State and Zip Code]

Email Address of Owner: _____

3. Facility:

Address of Facility on which Product will be installed: _____
[Print Street Number and Name]

[Print City, State and Zip Code]

Name of Legal Owner of the Facility: _____

If the Facility is not owned by Owner, Product will not ship and Installation Services will not be commenced until Owner provides to Roof Monitor the Consent of Landlord, in the form provided by Roof Monitor at www.roofmonitor.com.

4. Facility Base Live Load:

The Roof Monitor System monitors the change in a live load on the Facility from a base live load to be set by Owner as provided for herein (the “Owner Designated Live Load”). The Owner Designated Live Load, once established by Owner, may be changed by Owner from time to time by submitting a new Customer Alert Protocol Form to change@roofmonitor.com. Neither Dealer nor Roof Monitor will set or initiate any change in the Owner Designated Live Load for the Facility. Owner must set the Owner Designated Live Load on the Customer Alert Protocol, the form of which may be found at www.roofmonitor.com, which must be completed and provided by Owner to Roof Monitor prior to the completion of the installation of the Roof Monitor System.

The determination of the Owner Designated Live Load, and any change in the Owner Designated Live Load will be within the sole and absolute discretion of Owner and neither Roof Monitor nor Dealer will have any responsibility, express or implied, for any such designation. However, at the request of Owner, Roof Monitor will contract with a third-party registered Civil Engineer to determine the dead loads and live loads (not the Owner Designated Live Load) of the Facility for an additional fee; such determination is to assist Owner in setting the Owner Designated Live Load only and neither Roof Monitor nor the Civil Engineer will be liable to Owner or Dealer with regard to such determination of dead loads or live loads absent gross (not ordinary) negligence in such determination. The additional fee for Civil Engineering of Facility Loads is set forth in the Quote.

Owner directs Roof Monitor to retain a third-party registered Civil Engineer to determine dead load and live load for the Facility.

YES _____ NO _____
[This field must be completed by Owner prior to submission of
this proposed Agreement to Roof Monitor.]

5. Product & Placement:

Dealer will, through resources available to Dealer from Roof Monitor and thorough information provide by Owner to Dealer, development and present to Owner a Quote, in a form provided by Roof Monitor, which shall set forth:

- ▶ The recommended Equipment (including Sensor quantities) for the Facility;
- ▶ The recommended grid placement of Sensors and recommended placement of the Controller for the Facility; and
- ▶ Estimated cost to Owner.

Dealer will generate a Quote for the Facility through SalesForce.com[®],¹ and SalesForce.com[®] will assign a unique identifying number to the Quote (the “Job Number”). Dealer and Owner should review the Quote, and Dealer will modify the Quote as directed by Owner. Each new Quote for the Facility will be assigned a new separate unique Job Number, and will fully supersede any prior Quote(s). Owner is under no obligation to accept the Product quantity and installation layout as set forth in the Quote, and may request a different quantity and/or layout.

When Owner approves the Quote (as may be revised by Dealer after consultation with Owner), Dealer and Owner should then electronically accept this Agreement, which will be referenced to the related Quote by Job Number when electronically signed and submitted to Roof Monitor. Upon Owner acceptance of this Agreement, that date (the “Date of Owner Acceptance”) will be electronically filled in on this Agreement. Roof Monitor will not be bound in any manner to this Agreement unless and until it accepts this Agreement in the manner set forth herein.

¹ Or such other on line software as Roof Monitor may determine from time to time.

Once received by Roof Monitor, it will then review this proposed Agreement as accepted and submitted by Dealer and Owner; and within thirty (30) days after the Date of Owner Acceptance Roof Monitor will either:

- (i) accept this proposed Agreement; or
- (ii) reject this proposed Agreement and thereafter Dealer and Owner may create and submit to Roof Monitor a new Owner Agreement for consideration as provided above (and this new Agreement will be enforceable when thereafter electronically accepted by Owner and Dealer and Roof Monitor in the manner herein provided).

If Roof Monitor fails to notify Owner of acceptance or rejection within such 30-day period, it will be conclusively presumed that Roof Monitor rejected this proposed Agreement as submitted by Owner.

It is recommended that Owner accept the recommended Equipment quantities and mix and placement, but it will be within the sole discretion of Owner as to the quantity and mix of such equipment and placement of such equipment; and it will be within the sole discretion of Roof Monitor as to its acceptance of Owner's determination. Neither Roof Monitor nor Dealer will be responsible for the sufficiency of the quantity of Sensors recommended or the grid layout of the Sensors recommended for the Facility absent gross (not ordinary) negligence in making such determination.

6. Installation Services/Installer of Record:

Dealer, under contract with Owner hereunder, as the "Installer of Record", will install the Product at the Facility in accordance with the Sensor Grid Placement Sheet as provided by Roof Monitor on its acceptance of this Agreement. Roof Monitor will provide protocols to Dealer, as Installer of Record, for such installation, but does not control the conduct or actions of Dealer in providing such Installation Services.

Target Installation Commencement Date: _____

Target Installation Completion Date: _____

The Target Installation Commencement Date and the Target Installation Completion Date are estimates only, and may be impacted by any number of factors, some of which are not within the control of Roof Monitor or the Dealer; but this is only a projection and neither Roof Monitor nor Dealer make any representation or warranty to Owner as to when the installation will commence or be completed.

WHEN THE PRODUCT IS DELIVERED TO THE FACILITY, IT SHOULD ONLY BE OPENED BY DEALER OR ANOTHER AUTHORIZED SERVICE PROVIDER OF ROOF MONITOR.

7. Fees:

Fees to be paid by Owner for the Product and Installation Services are set forth in the Sales Order, and will be payable by Owner to Roof Monitor. Roof Monitor will distribute to Dealer the compensation to which it is entitled. Warranty Service will be at no cost to Owner.

8. Payment Terms.

The Fees are payable as follows and otherwise in accordance with Section 5 of the Standard Terms:

- ▶ 50% will be due and payable within ten (10) Business Days after the Date of Agreement.
- ▶ 50% will be due and payable within twenty (20) Business Days after the Date of Installation Completion.

9. Roof Monitor Warranty

The warranty to be provided by Roof Monitor for the Product and Services will be the form of Roof Monitor Product Warranty found at www.roofmonitor.com on the Date of Owner Acceptance. Upon completion of the Installation Services (the “Date of Installation Completion”), Dealer will present to Owner a Certificate of Completion (the form of which may be found at www.roofmonitor.com) setting forth the Date of Installation Completion, to be signed by Dealer and by a representative of Owner (in duplicate, one copy to be retained by Owner’s representative and one copy to be retained by Dealer). Dealer will scan and electronically submit the executed Certificate of Completion to Roof Monitor, and the period for which the Roof Monitor Warranty will apply will commence as of the Date of Installation Completion set forth therein. Warranty services will be provided in accordance with the Roof Monitor Product Warranty.

EXCEPT AS SPECIFICALLY SET FORTH IN THE ROOF MONITOR PRODUCT WARRANTY, ROOF MONITOR MAKES NO WARRANTY, REPRESENTATION OR INDEMNIFICATION, WRITTEN OR ORAL, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

DO NOT ACCEPT THIS AGREEMENT UNTIL YOU HAVE REVIEWED THE ROOF MONITOR PRODUCT WARRANTY.

Warranty Claims will be submitted to Roof Monitor pursuant to the Warranty Services Request Form which may be found at www.roofmonitor.com or such other manner as Roof Monitor may direct.

10. Monitoring Services:

Owner may observe the changes from the Owner Designated Live Load from the Roof Monitor Controller to be installed at the Facility; however, the Roof Monitor System will not provide remote access to that data without Owner entering into a Monitoring Agreement with Roof Monitor in the form of Roof Monitor Monitoring Agreement in effect on the Date of Agreement, which may be found at www.roofmonitor.com.

OWNER MAY NOT EMPLOY ANY REMOTE MONITORING OF THE PERFORMANCE OF THE PRODUCT THROUGH THE ROOF MONITOR SOFTWARE OTHER THAN PURSUANT TO THE MONITORING AGREEMENT.

IF OWNER FAILS TO ACCEPT AND ENTER INTO THE MONITORING AGREEMENT, ROOF MONITOR WILL NOT PROVIDE ANY SOFTWARE UPDATES OR OTHERWISE MONITOR THE PERFORMANCE OF THE ROOF MONITOR SYSTEM AT THE FACILITY IN ANY WAY.

During the Term of the Monitoring Agreement, as set forth below, Owner will pay Roof Monitor the Monitoring Fee set forth below in accordance with the Monitoring Agreement; and the obligations of Roof Monitor and Owner with respect to the Monitoring Services are otherwise as set forth in the Monitoring Agreement.

Monitoring Term: The Primary Term will commence on the Installation Completion Date (the “Date of Commencement”); and the Primary Term will terminate thirty-six (36) months thereafter (the “Primary Term”). The Term of the Monitoring Agreement will continue (the “Extended Term”) from year to year unless and until terminated by written notice from Owner to Roof Monitor or Roof Monitor to Owner by written notice prior to the end of the then Primary to then Extend Term.

Monitoring Fee: Primary Term: Six Thousand Dollars (\$6,000.00) per year.

Extended Term: From and after the end of the Primary Term, Roof Monitor may by not less than thirty (30) days prior notice to Owner, increase the Monitoring Fee each successive twelve (12) months, but by no more than an amount equal to

five percent (5.0%) of the monthly Monitoring Fee in effect prior to each such increase.

The Monitoring Fee will be payable annually in advance, and initially will be payable for the first year within thirty (30) days of receipt of invoice; and thereafter will be invoiced thirty (30) days prior to the end of each 12-month period. Any applicable state taxes will be invoiced to and payable by Owner with such Monitoring Fees. Monitoring Fee when paid to Roof Monitor will be deemed earned by Roof Monitor and not refundable.

OWNER HEREBY ACCEPTS _____ OR DECLINES _____ THE MONITORING AGREEMENT.
[Owner must complete this field and accept or decline.]

If Owner does not indicate acceptance of the Monitoring Agreement, it will be presumed to have rejected the Monitoring Agreement. **DO NOT ACCEPT THE MONITORING AGREEMENT UNTIL YOU HAVE REVIEWED THE MONITORING AGREEMENT.**

If Owner accepts the Monitoring Agreement, contemporaneous with its acceptance of this Agreement, Owner shall complete and submit to Roof Monitor the Customer Alert Protocol, which form may be found at www.roofmonitor.com, setting out the alert levels to be reported and to whom the notification of changes in Owner Designated Live Load or battery failure will be reported. The original Customer Alert Protocol and any change by Owner must be by its electronic submission to Roof Monitor of a new Customer Alert Protocol at change@roofmonitor.com.

If Owner accepts the Monitoring Agreement, Owner may in the Sales Order elect for Roof Monitor to provide internet access. ROOF MONITOR WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY UNAUTHORIZED ACCESS TO OWNER'S NETWORK. However, if Owner does not elect in the Sales Order for Roof Monitor to provide the internet access, the Owner must provide Roof Monitor wireless or wired access to the internet for Roof Monitor to have access to the Controller at the Facility; however, Owner's providing this access may increase the possibility of third party unauthorized use. ROOF MONITOR WILL IN NO EVENT BE RESPONSIBLE FOR ANY THIRD PARTY USE WHICH IS UNAUTHORIZED BY ROOF MONITOR OR FOR HACKING, IRRESPECTIVE OF WHETHER THE INTERNET ACCESS IS WIRED OR WIRELESS.

If Owner enters into the Monitoring Agreement but does not elect in the Sales Order for Roof Monitor to provide the internet access, then Owner must complete the following:

_____ Owner will provide and maintain wireless access.

or

_____ Owner will provide and maintain wired access.

11. Limitation of Liability.

Dealer is an independent contractor, who will provide the Installation Services to Owner pursuant to this Agreement and may provide Warranty Services to Owner, if requested to do so by Roof Monitor, as a subcontractor to Roof Monitor. Any other work which Dealer may be called upon by Owner to do at the Facility will only be by a separate direct independent agreement between Owner and Dealer. Roof Monitor does not control Dealer's activities; and accordingly Roof Monitor will not be responsible for Dealer's actions.

Excepting only to the extent caused by or arising out of a defect in the products provided by Roof Monitor or any material misrepresentation by Roof Monitor in written materials provided by Roof Monitor to Dealer or to Owner, Owner and Dealer by acceptance of this Agreement agree Roof

Monitor will be released from and Dealer will be responsible to Owner for, and will indemnify Owner against, any damage which may result to the Facility or from any third party claims for physical injury arising out of any activity by Dealer at the Facility, including such installation or warranty work, and Roof Monitor will have no responsibility for or liability to Owner for any such damage or claims.

Neither Owner nor Dealer nor Roof Monitor will be bound under this Agreement unless and until the Dealer and Owner each electronically accept this Agreement and submit this Agreement to Roof Monitor for consideration rejection or approval, as herein provided. If Roof Monitor fails to provide such notice of acceptance or suggested modification within such 30 day period, it will be presumed to have rejected the Agreement. Once this Agreement is accepted by Roof Monitor, it will electronically sign the Agreement and SalesForce.com[®] will provide to Dealer and Owner the accepted final and enforceable Agreement, along with the Sales Order (which is the Quote, as accepted) and a Sensor Grid Placement Sheet reflecting the approved placement of Equipment for the Facility; and date of such Roof Monitor acceptance will be filled in on the Agreement and will become the Date of Agreement, and the Job Number as reflected on the Sales Order will be included in this Agreement and will shall control all documentation for this Agreement. **Thereafter this Agreement shall be in full force and effect and binding upon Owner and Roof Monitor and Dealer.**

IN WITNESS WHEREOF, each of Roof Monitor, Dealer, and Owner agree to be bound by the terms of this Agreement when signed electronically as herein provided.

DEALER ACCEPTANCE:

Electronic Signature: _____

Date of Dealer Acceptance: _____

OWNER ACCEPTANCE:

Electronic Signature: _____

Date of Owner Acceptance: _____

ROOF MONITOR:

Rejects:

Accepts:

Electronic Signature: _____

Date of Agreement: _____