



MONITORING SERVICE AGREEMENT

This MONITORING SERVICE AGREEMENT (the “Monitoring Agreement”) is entered into between BELDON TECHNOLOGIES, INC., a Texas corporation, d/b/a Roof Monitor™ (“Roof Monitor”), and the Owner identified in and entering into the Owner Agreement for Roof Monitor System (the “Agreement”), and pursuant to Section 11 thereof such Owner elected to enter into this Monitoring Agreement. Terms of the Agreement, including the Standard Terms, are incorporated herein by reference; and including terms as therein defined.

1. Monitoring Service. During the Term of this Monitoring Agreement, Roof Monitor agrees to remotely monitor signals generated by the Product (as defined in Section 1.1 of the Standard Terms) owned by Owner and installed by Dealer at the Facility to alert Owner of signals transmitted from the Product which indicate changes in the Base Live Load on the Facility, in strict accordance with the Customer Alert Protocol provided by Owner to Roof Monitor in accordance with Section 11 of the Agreement (collectively, the “Monitoring Service”). THE MONITORING SERVICE IS NOT A METEOROLOGICAL SERVICE AND DOES NOT PERFORM ANY OF THE FUNCTIONS OF A METEOROLOGICAL SERVICE, NOR IS THE MONITORING SERVICE AN INDICATOR OF THE INTEGRITY OF ANY ROOF STRUCTURE OR THE POSSIBILITY OR PROBABILITY OF ANY FAILURE OF ANY ROOF STRUCTURE OR ANY OTHER PORTION OF THE FACILITY FROM ACCUMULATION OF WATER OR SNOW ON THE ROOF OF THE FACILITY. OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE MONITORING SERVICE PROVIDED BY ROOF MONITOR HEREUNDER DOES NOT OBLIGATE OR OTHERWISE REQUIRE ROOF MONITOR TO DETECT, PREDICT, DETERMINE AND/OR NOTIFY OWNER OF SIGNALS GENERATED BY THE PRODUCT WHICH MAY INDICATE POTENTIAL DAMAGE TO THE ROOF OF THE FACILITY OR ROOF COLLAPSE. Rather, Roof Monitor is only required hereunder to alert Owner of the *changes* reported by properly maintained Sensors in the Base Live Load on the Facility, in accordance with the parameters established by Owner and specifically set forth by Owner in the Customer Alert Protocol. ROOF MONITOR DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR SUFFICIENCY OF THE ALERT SPECIFICATIONS SET FORTH IN THE CUSTOMER ALERT PROTOCOL FOR OWNER’S INTENDED USE OF THE PRODUCT AT THE FACILITY.

2. Term. This Monitoring Agreement shall commence on the Date of Installation Completion, as provided for in the Agreement, and shall continue in effect for thirty-six (36) full calendar months thereafter (the “Primary Term”), unless (i) extended in accordance with this Section 2, or (ii) earlier terminated in accordance the terms and conditions set forth herein. Unless terminated in accordance the terms and conditions set forth herein, the Primary Term shall automatically extend for successive

terms of twelve (12) full calendar months each (each an “Extended Term”) commencing upon the expiration of the Primary Term or the then Extended Term (the Primary Term and each Extended Term are collectively, the “Term”). Notwithstanding the foregoing, Roof Monitor will not commence providing the Monitoring Service until the later of: (i) the Agreement is accepted by Owner and Roof Monitor as therein provided; (ii) the Date of Commencement; and (iii) Roof Monitor confirms that test signals generated by the Product have been satisfactorily transmitted to and received by Roof Monitor.

3. Monitoring Fee. In consideration for Roof Monitor providing Owner the Monitoring Service hereunder, Owner agrees to pay Roof Monitor the Monitoring Fee, plus all applicable state sales taxes, as set forth and in accordance with in Section 10 of the Owner Agreement. **Notwithstanding anything herein to the contrary, the Monitoring Fee when paid to Roof Monitor will be deemed earned by Roof Monitor and not refundable.** Owner understands and agrees that Owner shall not be entitled to a return of any amount of the Monitoring Fee paid to Roof Monitor prior to the effective date of the termination of this Agreement, even if such effective date of termination occurs prior to the expiration of the then 12-month period.

4. Method of Payment. Owner shall pay the Monitoring Fee plus all applicable state taxes and/or other costs due hereunder to Owner in the manner provided for in Section 5 of the Standard Terms.

5. Termination by Non-Renewal. Owner or Roof Monitor may terminate this Monitoring Agreement as of the end of the Primary Term or any Extended Term by delivering specific notice accordingly, not less than thirty (30) days prior to the end of the Primary Term or any Extended Term, to Roof Monitor at change@roofmonitor.com or to Owner at the email address set forth in the Agreement.

6. Owner’s Failure to Pay or Comply with Contract Terms. In the event that Owner fails to timely pay any sum of money payable hereunder when due or if Owner fails to comply with any term, condition or provision of the Agreement or this Monitoring Agreement, and such failure continues ten (10) days after notice from Roof Monitor to Owner at the email address set forth in the Agreement, then Roof Monitor shall, without penalty or liability for damages, have the option, in its sole discretion, without further opportunity to cure, terminate this Monitoring Agreement by delivering notice accordingly to Owner at the email address provided for in the Agreement. In the event Roof Monitor terminates this Monitoring Agreement in accordance with this Section 6, Owner shall not be entitled to receive any refund of any fees then paid to Roof Monitor hereunder. Any termination of the Agreement for any reason will terminate this Monitoring Agreement.

7. Connection to Customer Owned Equipment. Except for the Roof Monitor Product Warranty, Roof Monitor assumes no responsibility whatsoever under this Monitoring Agreement for the maintenance, repair, or operation or non-operation of the Product at the Facility. During the Term, Owner shall be solely responsible for ensuring that all of the resources that Owner uses in connection with the Monitoring Service are, to the satisfaction of Roof Monitor, compatible with the Roof Monitor System; and Owner shall, from time to time during the Term, at Owner’s sole cost and expense, modify its resources used in conjunction with the Product as Roof Monitor may require to assure such compatibility. During the Term, Owner shall maintain the Facility and the Product in accordance with the terms of the Agreement. During the Term, Owner shall keep in effect all licenses and permits that may be required for the installation, operation, and repair of the Product at the Facility. Roof Monitor shall have no liability or responsibility for any interruption of the

Monitoring Service resulting from Owner's failure to comply with terms and conditions of this Section 7 or Owner's failure to otherwise properly maintain, repair and operate the Product at the Facility in accordance with the Agreement.

8. Customer Alert Protocol. Customer shall be solely responsible for determining the alert levels and providing the information set forth in the Customer Alert Protocol; and Owner shall be solely responsible for providing notice to Roof Monitor of any changes in the Customer Alert Protocol (including, without limitation, any change in the alert levels or the persons, telephone numbers, or email addresses), by electronically submitting to Roof Monitor a new Customer Alert Protocol at change@roofmonitor.com. Owner hereby authorizes the person(s) identified on the Customer Alert Protocol to act on Owner's behalf, and Roof Monitor shall have the right to rely upon such person(s) authority. Roof Monitor has no obligation to contact any agency, entity or person not set forth in the Customer Alert Protocol.

9. Internet Connection and Interruption of Services. Owner understands and acknowledges that the signals generated by the Product at the Facility are transmitted over the internet. Owner further understands and acknowledges that in order for the Product to transmit signals, it must have uninterrupted wired or wireless access to the internet, and if such access is interrupted or impaired, signals generated by the Product may not be received or may not be detected by Roof Monitor. Owner expressly acknowledges and agrees that Roof Monitor shall have no responsibility or liability for any interruption of the Monitoring Service due to strikes, riots, floods, theft, burglary of the Facility, fire, atmospheric conditions, power failures, discharge of static electricity from improper access to the controller, third party interruption (hacking), Owner's failure to timely pay internet providers, earthquakes, insurrection, interruption or unavailability internet access, unauthorized third party access to Owner's network, acts of God, applicable laws and ordinances, or for any other conditions, events or cause beyond the control of Roof Monitor; and Roof Monitor will not be required to provide the Monitoring Service to Owner while such event, cause or condition remains in effect.

10. Battery Life. The effectiveness of each Sensor is directly dependent upon the battery within the Sensor. Roof Monitor will notify Owner in the event of battery failure and Roof Monitor will replace any Sensor when its battery is no longer working only when directed to do so by Owner, which will be at Owner's expense if the applicable warranty period for that Sensor has ended. Any replacement Sensor will be under warranty for the then remaining warranty period, if any, for the replaced Sensor. Roof Monitor provides no representation or warranty (written or oral, express or implied) as to the battery life of any Sensor other than the replacement obligations set forth in the Roof Monitor Product Warranty.

11. Data Retention. Roof Monitor will use its best efforts to retain an electronic record of the data readings on the Sensors from the Facility, for a period of one (1) year from each such reading, but makes no other representation or warranty, written or oral, express or implied as the completeness or accuracy of such records to be retained.

12. ROOF MONITOR IS NOT AN INSURER; LIMITATION OF LIABILITY.
OWNER ACKNOWLEDGES AND AGREES THAT:

a. ROOF MONITOR IS NOT AN INSURER OF THE FACILITY, THE OWNER'S REAL OR PERSONAL PROPERTY, OR THE PERSONAL SAFETY OF ANY PERSON AT OR WITHIN THE FACILITY;

b. THE PAYMENTS AND FEES PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICE AND ARE UNRELATED TO THE VALUE OF THE FACILITY, THE OWNER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT THE FACILITY;

c. THE MONITORING SERVICE MAY BE INTERRUPTED OR MAY NOT ALWAYS OPERATE PROPERLY FOR VARIOUS REASONS;

d. THE MONITORING SERVICE IS LIMITED AS SET FORTH IN SECTION 9, ABOVE;

e. IT IS DIFFICULT TO DETERMINE HOW FAST THE CONTACTS SET FORTH IN THE CUSTOMER ALERT PROTOCOL WILL RECEIVE OR RESPOND TO AN ALERT FROM ROOF MONITOR;

f. ROOF MONITOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY EXCEPT TO THE EXTENT ITS GROSS (NOT ORDINARY) NEGLIGENCE OR WILLFUL MISCONDUCT IS A PROXIMATE CAUSE OF SUCH DAMAGE OR INJURY; AND

g. IT IS IMPRACTICAL OR EXTREMELY DIFFICULT TO DETERMINE WHAT PORTION, IF ANY, OF ANY PROPERTY LOSS OR PERSONAL INJURY IS PROXIMATELY CAUSED BY ROOF MONITOR'S GROSS NEGLIGENCE, STRICT LIABILITY, FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER LEGAL THEORY; ACCORDINGLY, IF A COURT OF COMPETENT JURISDICTION OR OTHER TRIBUNAL DETERMINES THAT ROOF MONITOR OR ANY OF ROOF MONITOR'S AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES IS LIABLE FOR ANY LOSS, DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON FOR ANY REASON, OWNER HEREBY EXPRESSLY AGREES THAT ROOF MONITOR'S LIABILITY HEREUNDER SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED IN AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE TOTAL MONITORING FEE PAID BY OWNER HEREUNDER, AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THIS LIMITATION IS EXPRESSLY NEGOTIATED AND DETERMINED AS AN INTEGRAL PART OF THE CHARGE FOR THE MONITORING SERVICES AND IS ACCEPTABLE TO OWNER.

THIS SECTION 11 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

13. No Consequential Damages. Any liability of Roof Monitor shall be limited to the damages set forth in Section 11, above, and in no event shall extend to any claim for loss of profits or any other consequential or incidental damages. The provisions of this Section 12 shall survive termination of this Agreement.

14. THIRD PARTY INDEMNIFICATION. IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE A CLAIM OR FILE A LAWSUIT AGAINST ROOF MONITOR OR ANY OF ROOF MONITOR'S AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES FOR ANY REASON RELATING TO ROOF MONITOR'S DUTIES AND OBLIGATIONS UNDER THIS MONITORING AGREEMENT, OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ROOF MONITOR AND EACH OF ROOF MONITOR'S AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES FROM SUCH CLAIM OR LAWSUIT, INCLUDING, WITHOUT LIMITATION, ALL DAMAGES, FINES, EXPENSES, COSTS, AND ATTORNEY'S FEES EXCEPT AS PROVIDED FOR IN SECTION 11, ABOVE. THIS SECTION 13 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

15. TIME TO FILE LAWSUIT OR OTHER ACTION. OWNER AGREES TO FILE ANY LAWSUIT OR LEGAL PROCEEDING OWNER MAY HAVE AGAINST ROOF MONITOR OR ROOF MONITOR'S AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES IN CONNECTION WITH THIS MONITORING AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED; AND REGARDLESS OF ANY APPLICABLE STATUTE OF LIMITATION, OWNER AGREES THAT ANY CLAIM NOT FILED WITHIN SUCH PERIOD SHALL BE UNENFORCEABLE. THIS SECTION 14 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

16. Assignment. Owner shall not assign this Agreement or its rights hereunder except as provided for in Section 14.2 of the Standard Terms. This Agreement will be binding on the parties hereto and their respective successors and permitted assigns. Any assignment in contravention of this Section 154 will be void.

17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles thereof or of any other jurisdiction relating to the conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods, Article 2 of the Uniform Commercial Code and the Uniform Computer Information Transactions Act, each as adopted in any form in any jurisdiction, do not apply to the Agreement.

18. Sole and Exclusive Venue. Each party hereto knowingly, voluntarily, unconditionally and irrevocably (a) agrees that any claim or cause of action brought by it that arises out of or relates to the Monitoring Service or this Monitoring Agreement must be brought solely and exclusively in the San Antonio Division of the United States District Court for the Western District of Texas or in the state courts of the State of Texas located in Bexar County, Texas, and (b) accepts and submits to the sole and exclusive jurisdiction of such courts *in personam* with respect to any claim or cause of action brought by it or against it by the other party.

19. Negotiated Terms. Owner and Roof Monitor agree that the terms of this Monitoring Agreement are the result of negotiations between Owner and Roof Monitor, and that the Agreement will not be construed in favor of or against either by reason of the extent to which either party of its professional advisors participated in the preparation of this Monitoring Agreement.

20. Amendments. No amendment, modification, change or supplement to this Monitoring Agreement will be valid unless electronically accepted or accepted in writing by authorized representatives of each party hereto. Neither the course of dealings between the parties hereto nor any trade practices will act to modify, vary, supplement, explain or amend this Monitoring Agreement.

21. Waiver. No failure, refusal, neglect, delay, verbal waiver, forbearance or omission of either party to exercise any right hereunder shall constitute a waiver of any portion of this Agreement.

22. Severability. If any term of this Agreement conflicts with the applicable law under which this Agreement is to be construed or if any such term is held invalid or unenforceable by the arbitrators or a court with jurisdiction over the parties hereto, such term will be deemed to be modified or restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, or if and to the extent such modification or restatement is not permitted under applicable law, such term will be severed from this Agreement. The remaining terms of this Agreement and the application of the challenged term to the parties hereto and to circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such term will be valid and enforceable to the greatest extent permitted by applicable law.

23. Entire Agreement. This Monitoring Agreement and the Agreement constitute the entire agreement and understanding between the parties hereto with respect to its subject matter and supersedes all prior agreements and understandings relating to such subject matter, and there are no other representations, warranties, promises, covenants, commitments, understandings or agreements, written or oral, express or implied, between the parties relative to such subject matter. The terms and provisions of the Agreement, to the extent applicable to this Monitoring Agreement, are incorporated herein by reference; and to the extent, if any, that the terms and provisions of this Monitoring Agreement conflict with the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

BY ACCEPTING THIS MONITORING AGREEMENT, OWNER ACKNOWLEDGES AND AGREES THAT OWNER HAS READ THIS ENTIRE AGREEMENT AND OWNER UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.