

WATERTITE MONITORING PRODUCTS SERVICES TERMS AND CONDITIONS

These terms and conditions govern the provision of services offered / provided by Watertite, related to its monitoring products, and such provision of services is conditioned on Buyer's assent to these terms. These terms and conditions supplement IPS Diversified Products' Terms and Conditions of Sale. Each offer is valid for 30 days from the date of the offer unless extended, modified or withdrawn in writing by Watertite.

1. DEFINITIONS

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

A. "Agreement" or "Contract" shall mean the Watertite form, the terms and conditions stated herein, Buyer's purchase order, if any, (excluding any preprinted terms and conditions on said purchase order and in any attachment or attachments to said purchase order) or other document evidencing acceptance of the Watertite offer as set forth in the form; or an integrated agreement signed by Watertite and Buyer "Monitoring Services".

B. "Data" shall mean any process information, alarms, notifications, reports, and user commands, organized, transmitted and/or generated by the Buyer's use of the monitoring service.

C. "Device" shall mean the equipment used by the Buyer to send/receive wireless transmissions on the Network, including any wireless modem, SIM (Subscriber Identity Module) Card, and any accessories or related equipment.

D. "Monitoring Services" shall mean the communications, data storage, notifications and Web based user interface provided by Watertite and its suppliers.

E. "Network" shall mean those integrated mobile switching facilities, data routers, servers, cell sites, and any other related facilities or equipment used to provide Monitoring Services.

F. "Professional Services" shall mean (i) technical information provided by Watertite including data interpretation and reports, (ii) advice and consultation given to Buyer by a Watertite technician or sales person.

G. "Buyer" shall mean the individual or entity purchasing and / or using Monitoring Services, as well as any other owners of the dwelling or facility where the Monitoring Services are to be provided.

H. "Watertite Proposal & Information Form" (hereinafter the "Form" or "Offer") shall mean the Watertite Form for execution by Buyer detailing the services purchased / utilized, the price and the effective date of the agreement.

I. "Watertite" shall mean Watertite Products, Inc. or an affiliated company and their subsidiaries, successors and assigns. Watertite may be referred to herein as "Seller".

J. "Site" shall mean each of the Buyer's dwelling or facilities to be monitored.

K. "Supplier" shall mean any subcontractor or supplier of any tier who supplies goods, facilities, and services to Watertite in connection with the obligations of Watertite under the Agreement.

L. "Work" shall mean the Monitoring Services supplied by Watertite under the Agreement.

2. SCOPE

Watertite will furnish Monitoring Services as specified in the Form and pursuant to the Agreement.

3. PRICE

The Watertite offer and prices (as the case may be) are firm for Monitoring Services which are scheduled to be performed for the period selected in the offer. The period of service begins upon the customer's request for activation of the individual site. At the conclusion of the original agreement period of service, the Agreement shall renew automatically for subsequent additional (1) one month periods of service, unless canceled prior to the expiration of the then current period of service, as more fully set forth below in Section "WATERTITE BILLING & CANCELLATION POLICY". At any time prior to renewal, Watertite may upon 30 days written notice, establish new prices for Monitoring Services.

4. TERMS OF PAYMENT

A. As applicable, Watertite shall at the time of activation and subsequent renewals, invoice Buyer for the full value of the services purchased as stated in the Agreement.

B. Payments are thirty (30) days net from date of invoice.

C. Any past due amounts shall, without prejudice to the right of Watertite to payment when due, bear interest at a rate of 1.5% per month or the highest rate allowed by law, whichever is lower. If payments are not made when due, then Watertite may, upon fifteen (15) days written notice and at its option, suspend all further Work hereunder. Resumption of Work thereafter is contingent upon correction of the payments deficiency. The schedule for the resumed Work will be established by Watertite based on its then current work load and the availability of other resources.

All Watertite expenses associated with any such suspension and resumption of services shall be for the account of Buyer.

5. BUYERS REPRESENTATIONS

A. Buyer is responsible for the content of any and all data transmitted over the Network.

B. Buyer understands that Buyer, Watertite or any other third party authorized and directed by the Buyer may, through the website, execute changes to Buyers system configuration. The Buyer shall be solely responsible for changes executed by the Buyer, Watertite or any other third party. Watertite shall not be responsible for or have any direct or indirect liability for any incorrect or incomplete system configuration, nor shall Watertite be responsible for any direct or indirect consequences resulting from the execution of such changes.

C. Buyer understands that Buyer, Watertite or any other third party authorized and directed by Buyer may, through the website execute a manual override to the operation of equipment or execute parameter changes affecting the operation of equipment on the Buyer's site. The Buyer shall be solely responsible for the execution of manual overrides or equipment parameter changes executed by Buyer, Watertite or third parties authorized and directed by Buyer.

Watertite shall have no direct or indirect liability for the consequences of any manual override or equipment parameter changes executed.

D. Ownership of Numbers. Buyer acknowledges that subject to FCC number portability rules, Buyer shall not have or acquire any property right in any specific Subscriber Identity Module (SIM) number provided by Watertite.

E. Buyer acknowledges that Watertite will not with its own employees, respond to or take action related to those events for which Watertite is providing monitoring and notifications Services.

F. Buyer understands it is responsible for ongoing, testing, periodic maintenance, calibration and functionality of the equipment to be monitored, and should immediately notify Watertite if any failures are identified. Watertite shall use all reasonable efforts to assist the Buyer in identification of any perceived failures, but in no case is Watertite obligated to visit the Buyers site to troubleshoot or provide remedy.

G. Buyer acknowledges that Watertite reserves the right to suspend Monitoring Services on any Site that generates excessive data or false messages in any thirty day period. Watertite may take the monitoring of a specific site out of service until Watertite and the Buyer have made alternate arrangements or the Buyer has corrected the cause of the false and excessive messages. In such event Watertite shall make reasonable efforts to notify Buyer. Watertite shall not be responsible and shall have no direct or indirect liability for any false, incomplete or incorrect messages.

H. The Buyer acknowledges that Watertite may, pursuant to the description of services as set forth in the Form, invoice Buyer for excessive use events.

I. Buyer further understands and agrees that Monitoring Services are intended only to monitor and provide notice to Buyer of conditions relating to Buyer's non-critical mechanical and electrical equipment and are not intended to be used as a primary life-safety, security, fire detection and alarm system.

6. PERMITTED OUTAGES

Watertite is not responsible for the following outages (hereinafter, the "Permitted Outages")

A. Periods of scheduled maintenance and emergency unscheduled maintenance.

B. Periods the Monitoring Service is not available for the Buyer's use due to (i) the inoperability of the Buyer's equipment, Buyer's network connectivity, or (ii) the negligent actions or omissions, willful misconduct of Buyer, its employees, consultants, or third party agents acting on behalf of the Buyer.

C. Periods the Monitoring Service is not available for Buyer's use due to Network coverage limitations and outages and coverage gaps or other Monitoring Service interruptions attributable to other Suppliers or carriers and its network including scheduled maintenance.

D. Periods the Monitoring Service is not available for the Buyer's use as a result of suspension of the Monitoring Services as a result of a breach of this Agreement by Buyer, including non-payment of amounts owed or unlawful or improper use of the Monitoring Services.

E. Periods the Monitoring Service is not available for Buyer's use as a result of (i) widespread, common failure or failures of Devices that affects the Monitoring Service; or (ii) hostile network attacks by any third party, including a customer of the Buyer, that are directly (in whole or in part) attributable to Device vulnerabilities.

F. Failure of cellular provider to maintain, support, and/or maintain the cellular system supporting the Monitoring Service. Watertite shall not be liable for suspension of cellular services in any manner whatsoever.

G. Class Action Waiver – Buyer and Watertite agree that claims may be asserted against each other solely in their individual capacities and Buyer agrees that Buyer shall not serve as a Plaintiff or Class Member in any purported class or representative action in any claim against Watertite.

7. SERVICES WARRANTY DISCLAIMER

THE MONITORING SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" / WHERE IS, AND "AS AVAILABLE" AND WATERTITE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WATERTITE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE MONITORING SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE MONITORING SERVICES SHALL BE BORNE SOLELY BY BUYER. WATERTITE MAKES NO WARRANTY THAT THE MONITORING SERVICES WILL BE COMPLETELY SECURE, ERROR FREE, WITHOUT INTERRUPTIONS OR MEET BUYER'S REQUIREMENTS. WATERTITE DOES NOT REPRESENT THE MONITORING SERVICES AS SUITABLE FOR AUTOMATED CONTROL OF ANY EXTERNAL EQUIPMENT. USE OF THE MONITORING SERVICES FOR THIS PURPOSE IS SOLELY AT BUYERS OWN RISK. THE MONITORING SERVICES MAY BE USED TO MANUALLY EXECUTE CHANGES TO THE OPERATION OF EXTERNAL EQUIPMENT AT THE BUYER' SITE. WATERTITE STRONGLY RECOMENDS THAT BUYER MAKE ALTERNATE ELECTRICAL OR MECHANICAL PROVISIONS AT THE EQUIPMENT SITE THAT WILL MITIGATE, OR REDUCE THE RISK ASSOCIATED WITH THE MONITORING SYSTEM'S FAILURE TO EXECUTE SUCH CHANGES. WATERTITE SHALL HAVE NO LIABILITY FOR A FAILURE OF EXTERNAL EQUIPMENT FOR ANY REASON WHATSOEVER UNDER ANY CIRCUMSTANCES WHATSOEVER. THE WARRANTIES PROVIDED BY WATERTITE AS SET FORTH IN THIS ARTICLE 7 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).

8. TAXES

The price paid or to be paid to Watertite under the Agreement does not include any federal (other than federal income taxes imposed on Watertite), state, or local property, license, privilege, sales, use, excise, telecommunications, utility, value added, gross receipts, or similar taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, or any services performed in connection therewith. Buyer shall be solely responsible for the payment and agrees to pay or reimburse Watertite for any such taxes which Watertite or its Suppliers are required to pay.

9. BUYER INDEMNITY

Buyer agrees to indemnify and hold Watertite and its Suppliers harmless from and against all claims, damages, lawsuits, and losses related to, concerning or arising out of Buyer's use of the Monitoring Services provided by Watertite under this Agreement.

10. ACT OF NATURE

Watertite will not be liable for failure to perform any obligation or delay in performance resulting from or contributed to by any cause beyond the reasonable control of Watertite or its Suppliers or from any act of God, act of civil or military authority, act of war whether declared or undeclared, act (including delay, failure to act, or priority) of any governmental authority or Buyer, act of terrorism, civil disturbance, insurrection or riot, sabotage, fire, pandemic, inclement weather conditions, earthquake, flood, strike, work stoppage or other labor difficulty, major equipment breakdown, or failure or delay beyond its reasonable control.

11. TERMINATION

Buyer may, upon prior notice to Watertite, terminate the Monitoring Services or any remaining portion thereof under the Agreement. The Monitoring Services will then terminate at the end of the Buyer's current paid billing cycle. Watertite shall have the right to terminate the Agreement immediately in the event of a material breach of the Agreement by the Buyer.

12. SUSPENSION

Buyer may, upon prior notice to Watertite and payment of reasonable and proper suspension and reactivation charges, suspend the scheduled Monitoring Services or portions thereof under the Agreement for a defined period of service. Suspension charges will include any reactivation charges at the time services are resumed. All suspension charges shall be due immediately upon receipt of the Watertite invoice. Should the suspension exceed a period of three (3) months, at the option of Watertite, the Agreement or any portions thereof may be deemed to have been terminated by Buyer.

13. PROPRIETARY INFORMATION

A. Watertite may have a proprietary interest in information that may be furnished pursuant to the Agreement. Buyer will keep in confidence and will not disclose any such information which is specifically designated as being proprietary to Watertite, without the prior written permission of Watertite or use any such information for other than the purpose for which it is supplied. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Buyer without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any agreement, or which is received from a third party, including Buyer's subsidiaries or affiliates, without limitation or restriction on said third party or Buyer at the time of disclosure.

B. Watertite also has a proprietary interest in (i) the Form, (ii) the Agreement and (iii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, neither the Form, the Agreement or, such processes and procedures will be disclosed or viewed in whole or in part to third parties without the prior written permission of Watertite.

C. Buyer shall indemnify and hold Watertite harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13 – Proprietary Information.

15. OWNERSHIP OF DATA

All data generated pursuant to this Agreement shall be the sole property of Watertite and Watertite shall have all rights and title to such Data. Watertite may use such data for any purpose or transfer to sell such data.

16. LIMITATION OF LIABILITY

BUYER EXPRESSLY AGREES THAT NEITHER WATERTITE NOR ITS SUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF EQUIPMENT, LOSS OF DATA; INCREASED COSTS OF ANY KIND.

BUYER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF WATERTITE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO WATERTITE UNDER THIS AGREEMENT. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

17. EXPORT LAW COMPLIANCE

Buyer acknowledges that Watertite is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Monitoring Services, or one or more of them, provided under the Contract, including any export license requirements. Buyer agrees that such Monitoring Services, or one or more of them, shall not at any time directly or indirectly be used, exported, sold, transferred, assigned in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Watertite of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.

18. MISCELLANEOUS PROVISIONS

A. Waivers: The failure of either party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision.

B. Modification: No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

C. Headings: The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

D. Assignment: The Agreement will not be assigned by Buyer without the prior written consent of Watertite. Any purported assignment without such prior written consent shall be null and void.

E. Governing Law: The Agreement will be construed and interpreted in accordance with the laws of the State of Delaware.

F. Integration: The Agreement and any of Seller's applicable terms and conditions of sale contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

G. Survival: The provisions entitled "Proprietary Information", "Ownership of Data", "Buyer Indemnity", "Limitation of Liability", shall survive termination, expiration or cancellation of the Agreement.

WATERTITE BILLING & CANCELLATION POLICY

The Watertite offer and prices are for Monitoring Services which are scheduled to be performed for (1) one month. The period of service begins upon the customer's request for activation of the individual site. The initial (1) one month of service is provided at no charge. At the conclusion of the initial period of service, the service shall renew automatically for subsequent additional (1) one month of service, unless canceled prior to the expiration of the then current period of service.

Buyer may, upon prior notice to Watertite, terminate the Monitoring Services or any remaining portion thereof under the Agreement. The Monitoring Services will then terminate at the end of the Buyer's current paid billing cycle. Watertite shall have the right to terminate the Agreement immediately in the event of a material breach of the Agreement by the Buyer.

To terminate the Watertite Monitoring Service, Buyer may send an email using the subject line "CANCEL" to support@pumpspy.com. Email must include Buyer name, address and contact information. Buyer may also terminate the Service by calling Watertite support at (833) 786-7779.