

TERMS AND CONDITIONS

1. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units, equipment etc. provided for disconnecting or reconnecting the DVR, cameras, alarm sounding and/or any transmitting equipment at Customer's premises.

Communication Facilities - A. AUTHORIZATION - Customer authorizes HNL Corp to make requests for information, service, orders, or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. B. REMOTE ACCESS - Customer authorizes HNL Corp to create an account with Admin rights for the purpose of providing any future remote maintenance and support needed on the system/network infrastructure/general equipment installed or serviced by HNL Corp. Customer retains the right to prevent HNL Corp's remote access by changing the password, deleting HNL Corp's account, or requesting HNL Corp to make such changes. Customer agrees to pay the normal service rate for the day and time of the request. Customer agrees to inform HNL Corp if such a change is made. Customer agrees to pay regular remote rate plus on location rate if HNL Corp is not informed that remote access has been denied prior to starting a remote support session. C. NETWORK EQUIPMENT - Customer agrees to provide all the necessary passwords, digital keys, physical keys required to gain access to any and all network equipment in order to allow HNL Corp to perform all the work needed by the Customer. Unless a Preliminary Network Infrastructure Investigation/Discovery was performed by HNL Corp and fully paid by the Customer, the Customer agrees to provide HNL Corp with detailed information on how the Customer's network is set up. HNL Corp shall not be liable for any damages, loss of use, down time or any other interruption of network functionality when acting based on the information (or lack of it) provided by the Customer. Customer agrees to pay HNL Corp the normal service rate for time required to resolve the problem and bring back network functionality in addition to the charge for the original work performed.

2. **WARRANTY:** Unless purchase of extended warranty is indicated on the reverse side, any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within thirty (30) days of the date of completion of installation will be repaired or replaced at HNL Corp's option with a new functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of thirty (30) days following the completion of the original installation.

This Warranty does not apply to the conditions listed below, and in the event Customer calls HNL Corp for service under the Warranty and, upon inspection by HNL Corp's representative, it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of HNL Corp's representative whether or not he actually works on the system. Should it be necessary to make repairs to the system due to one of the "Conditions" not covered by Warranty, a charge will be made for such work at HNL Corp's current applicable rates for labor and material. Service will be furnished by HNL Corp during HNL Corp's normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays. All work performed after regular business hours, weekends, and/or holidays because of the request of, or to accommodate the circumstances of, the Customer will be charged at the rate of time and a half.

Conditions not covered by Warranty: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse. B) Failure of the Customer to properly follow operating instructions provided by HNL Corp at time of installation or later. C) Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s). D) Trouble due to interruption of commercial power or to the phone or internet service.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING HNL CORP'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. HNL CORP SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY HNL CORP OR NEGLIGENCE OF HNL CORP OR OTHERWISE.

3. **MAINTENANCE:** If the reverse side of this agreement indicates this service is being provided, HNL Corp will, upon Customer's request, provide ordinary maintenance and repair of such system due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the system, or to any cause beyond the control of HNL Corp, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 6 feet of the system Control Panel. It is mutually agreed that the work of installation and HNL Corp's repairs of the system shall be performed between HNL Corp's normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays. All work performed after regular business hours, weekends, and/or holidays because of the request of, or to accommodate the circumstances of, the Customer will be charged at the rate of time and a half.

EXCLUSIONS - Maintenance on the following devices will be provided only on a time and material basis. (1) window foil, (2) security screens, (3) any exterior mounted devices (4) PROM (Programmable Read Only Memory). (5) Conditions not covered by warranty listed above in paragraph 2. It is understood and agreed that HNL Corp's obligation relates to the maintenance solely of the specific surveillance/network system, and that HNL Corp is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of the Customer or of others not installed by HNL Corp. If not contracted for before the expiration of the Warranty, HNL Corp will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at HNL Corp's then prevailing rates.

4. **IT IS UNDERSTOOD THAT HNL CORP IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO HNL CORP HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURIES OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST HNL CORP ARISING BY WAY OF SUBROGATION. HNL CORP MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF HNL CORP TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF HNL CORP AND AGREES THAT HNL CORP SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT; THAT IF HNL CORP SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 5% OF THE COST OF INSTALLATION OR THE ANNUAL MAINTENANCE SERVICE CHARGE OR \$500, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM**

NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF HNL CORP, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST HNL CORP MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENTS (BOTH DIRECT AND INDIRECT), SUBSIDIARIES AND AFFILIATES OF HNL CORP. IF THE CUSTOMER DESIRES HNL CORP TO ASSUME A GREATER LIABILITY, HNL CORP SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY HNL CORP OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD HNL CORP AS AN INSURER. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST HNL CORP IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES THAT ARE THE SUBJECTS OF THIS AGREEMENT, INCLUDING FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD HNL CORP HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

5. IF CCTV EQUIPMENT IS INVOLVED, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed-circuit television camera and will provide the appropriate AC power supply where required as well as shelf or desk space for monitors.

6. At HNL Corp's option, the Customer may be charged for any false alarm caused by the Customer or for any unnecessary service call.

7. **CANCELLATION:** The parties hereto may terminate this Agreement as follows: (1) by mutual, written consent of the Parties; (2) by Company, if Customer fails to pay to Company any payments under this Agreement when due; (3) by either Party upon 30 days written notice if the other Party hereto materially breaches any term of this Agreement, and further provided that such breaching party shall fail to cure said breach within such period; (4) by either Party hereto upon written notice to the other Party hereto if a proceeding is brought by the other Party in any court or under supervision of any court-appointed officer under any federal or state bankruptcy, reorganization, rearrangement, insolvency or debt readjustment law, or if any such proceedings are instituted against the other Party and it fails to obtain dismissal of such proceeding within 30 days after the same has been instituted; or (5) by Company, with or without cause, upon 30 days' written notice of intent to terminate to Customer.

8. **HNL CORP ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF HNL CORP AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.**

9. This Agreement is not assignable by the Customer except upon written consent of HNL Corp first being obtained. HNL Corp shall have the right to assign this agreement or to subcontract any of its obligations under this agreement without notice to Customer.

10. If any of the provisions of this agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND HNL CORP. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF HNL CORP. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESSED OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.**

12. Deposits shall be non-refundable.

13. Upon delivery to a job site, it is the Customer's responsibility to maintain the security of all equipment.

14. It is agreed that the seller will retain title of any equipment, parts or material that may be furnished until final payment is made and if settlement is not made as agreed, the seller shall have the right to stop work until all payments are received and/or remove the same. Seller will be held harmless for any damages resulting from the removal thereof. Customer's original equipment will not be returned once it has been removed from their property.

15. **PAYMENT** shall be considered received when all funds have been collected, either by cash, clearance of check, acceptance of credit cards transaction or final payment from a lending institution after processing of a loan application. Returned checks, cancelled credit transactions and rejection by the finance company of an application shall constitute default of payment. Purchaser agrees to pay seller reasonable attorneys fees and costs to enforce any and all terms of this agreement.

16. **BILLING:** All bills shall be due and payable within the limits set forth on the front of this document. Customer agrees to pay a service charge of 1.5% per month on all past due accounts regardless of job status.

17. **COLLECTION OF DEBT:** If payment as set forth herein is not received when due, Customer will be liable for all expenses related to the collection of such sums, including reasonable attorneys' fees and costs.

18. **RETURNED CHECKS:** Checks which are returned to HNL Corp for any reasons such as but not limited to insufficient funds, stop-payment or closed account shall be liable to prosecution as allowed by law, as well as fees as allowed by law but not less than thirty-five dollars (\$35.00).

19. **REFUNDS** shall be issued at the discretion of HNL Corp. In the event that a deposit was received, any amount due for work performed shall be paid from such deposit (i.e.: minor repairs until installation of new equipment). Refunds for payments received via check, shall be processed such as to allow ample time for clearance of checks. Stop payments will result in an additional fee as set forth by law.

20. **ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**