

TERMS OF USE AND END USER LICENSE AGREEMENT
Last Updated and Effective as of February 1, 2017

These Terms of Use and End User License Agreement (“*Terms of Use*”) govern your access to and use of Practecol, LLC’s (“*Practecol*”) Guardzilla™ devices, the www.Guardzilla.com website, any Guardzilla™ apps, and any other services controlled by Practecol (including its subsidiaries and affiliates) which link to or expressly incorporate these Terms of Use (referred to as the “*Services*”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES. YOU MAY VIEW AND PRINT A COPY OF THESE TERMS OF USE BY USING THE PRINT FEATURE ON YOUR WEB BROWSER.

1. General. The Services are licensed, not sold, to you by Practecol for use only under the terms and conditions of these Terms of Use.

2. License Grant and Restrictions.

a. License Grant. Practecol hereby grants to you a limited, non-exclusive, revocable license to access and use the Services for the term of these Terms of Use, solely for your personal, noncommercial purposes and solely in accordance with these Terms of Use. You may not use, copy, modify, sell, lease, rent, distribute, transfer, grant access to, or disclose any part of the Services except as provided in these Terms of Use. All other rights are reserved to Practecol.

b. Other License Restrictions. Furthermore, you are not permitted to:

- i. Sublicense to, transfer to, or permit access to or use of the Services by, any third party that is not a licensed user of the Services;
- ii. Share your password or other login information with any other individual or entity, other than Practecol;
- iii. Use the Services to process the data of anyone else, whether for a fee or otherwise;
- iv. In any way make the Services available for use by anyone else who is not a licensed user of the Services, whether for your benefit or the benefit of anyone else;
- v. Reverse engineer, decompile, or disassemble the Services;
- vi. Make copies of any part of the Services;
- vii. Export the Services, or any part thereof, in violation of the export control laws of the United States of America and other countries;
- viii. Export the Services, or any part thereof, beyond the country in which the Services are delivered to you;

- ix. Use the Services in any manner that violates any law or regulation of any jurisdiction, or that violates or infringes the rights (including rights of privacy, publicity, or seclusion) of any third party;
- x. “deep-link,” “page-scrape,” “robot,” “spider,” or use other automatic devices, programs, algorithms, or methodologies, or any equivalent manual process, to access, acquire, copy, or monitor any portion of the Services, or in any way reproduce or circumvent the navigational structure or presentation of the Services;
- xi. Attempt to gain access to any portion or feature of the Services by hacking, password “mining,” or any other illegitimate means;
- xii. Probe, scan, or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to them;
- xiii. Reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services, or any other customer of Practecol, or any way seek to access or reveal any information, including personal information, other than your own information;
- xiv. Impersonate any entity or individual;
- xv. Transmit or record any video, audio, or other information that is inaccurate, misleading, libelous, false, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Practecol;
- xvi. Transmit or record information which violates or infringes another’s copyright, trademark, or trade secret;
- xvii. Advertise or offer to sale any goods or services for any purpose through the Services;
- xviii. Harass, threaten, or intentionally embarrass or cause distress to another person or entity;
- xix. Adapt, alter, license, sublicense, or translate any of the Services for your own personal or commercial use;
- xx. Introduce viruses, worms, Trojan horses, or harmful code in connection with the Services;
- xxi. Obtain unauthorized access to any computer system through the Services;
- xxii. Transfer your account and login credentials to another party without our express consent; or
- xxiii. Encourage, facilitate, or participate in conduct that would constitute a criminal or civil offense under any federal, state, local, or international law or regulation.

c. Payment of License Fees. Your license to access and use the Services is conditioned on payment of the applicable fees, if any, charged for the particular portion or portions of the Services you choose to use. If fees are charged, you will be notified at the time you purchase access to the applicable Services, for example, when you download a Guardzilla™ app, and at that point will have the opportunity to accept or decline the charges.

3. Proprietary Rights. For the avoidance of doubt, you have no ownership rights in the Services. Rather, you have a limited, non-exclusive license to access and use the Services as provided herein, but only as long as these Terms of Use remains in full force and effect. The Services, the text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, or computer code related thereto, along with any and all modifications, and improvements thereto, all prior versions and derivative works thereof (collectively, the “**Practecol Property**”), is and shall be the exclusive property of Practecol and/or its licensors. You acknowledge and agree that Practecol or its licensors shall own all right, title and interest in and to the Practecol Property and all present and future copyrights, trademarks, service marks, trade secrets, patent rights, and other proprietary and intellectual property rights of any nature throughout the world embodied therein and appurtenant thereto, and that you shall acquire no ownership of the Practecol Property by virtue of these Terms of Use. Except for the limited, non-exclusive, revocable license expressly granted hereunder, as between you and Practecol, Practecol retains all right, title and interest in and to the Practecol Property. The rights granted herein are limited to Practecol’s and its licensors’ intellectual property rights in the Services. You agree not to remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Practecol or its licensors on the Practecol Property or any copies thereof.

4. Privacy. You may be required to provide to Practecol, as a condition of gaining access to or use of the Services, certain personally identifiable information (“**Personal Information**”). Practecol’s retention and use of all Personal Information shall be subject to Practecol’s privacy policy maintained at <http://www.guardzilla.com/legal/privacy-policy.pdf>. Furthermore, you acknowledge and agree that Practecol reserves the right to monitor your use of and access to the Services, for the purpose of fulfilling the intent of these Terms of Use and for monitoring compliance with its terms.

5. Passwords. You are responsible for protecting your login credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including, without limitation, financial obligations). You agree to notify us immediately if you believe that your login credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your login credentials. For your convenience, all information that you provide to us is subject to our Privacy Policy. You are responsible for keeping your registration information up to date through your account page, to the extent such feature is made available on the Services.

6. Confidentiality. You acknowledge that the Services contain proprietary trade secrets and other intellectual property of Practecol and you hereby agree to maintain the confidentiality of the Services using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of these Terms of Use to those persons employed by you who come into contact with the Services, and to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to access or use any portion of the Services for the purpose of deriving the source code of the Services or accessing or using the Services in violation of these Terms of Use, including by permitting any third parties who are not licensed users to access of use the Services.

7. Apps. If you have downloaded a Guardzilla™ app for iOS or Android, you hereby acknowledge and agree that:

- a. these Terms of Use and our Privacy Policy are concluded between you and Practecol and not Apple, Inc. (“*Apple*”) or Google, Inc. (“*Google*”) and that Practecol, not Apple or Google, is responsible for the Services;
- b. You and Practecol acknowledge that Practecol, neither Apple nor Google, is responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
- c. in the event that the Services fail to conform to any applicable warranty, you may notify Apple (if you purchased the Guardzilla™ app through Apple) and Apple shall refund the purchase price of the app to you; except for the foregoing duty to refund the purchase price, Apple shall have no liability to you whatsoever with regard to the performance of the app;
- d. You and Practecol acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party’s intellectual property rights, Practecol, not Apple or Google, is solely responsible for any investigation, defense, settlement and discharge of any such intellectual property infringement claim; and
- e. You and Practecol acknowledge and agree that Apple and Google (as appropriate), and their subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple and Google (as appropriate) will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary hereof.

8. Third-Party Intellectual Property. Practecol claims no ownership interest in or two any Apple or Google trademarks or copyrights. To the extent Practecol used any such marks in connection with the Services, it does so pursuant to license agreements with Apple or Google, as applicable. For a listing of Apple and Google’s trademarks, please refer to both company’s brand management webpages.

9. Term and Termination. The term of these Terms of Use shall commence on the date of your acceptance as described above, and shall continue in full force and effect unless and until terminated as provided herein. You may terminate these Terms of Use at any time by ceasing to use or access the Services and deleting any copies of the Services (including any apps), subject to payment of all outstanding fees, if any, owed to Practecol. Practecol may terminate these Terms of Use at any time if Practecol finds that you have violated any of the terms of these Terms of Use. Upon termination, Practecol may, without prior notice to you, disable your login credentials or otherwise deny you continued access to and use of the Services. You hereby agree that upon any expiration or termination of these Terms of Use, (i) any and all amounts owed to Practecol shall be promptly due and payable; (ii) you will cease to access or use the Services; (iii) you will immediately destroy or return to Practecol all originals and any copies of the Services; and (iv) all license rights granted under these Terms of Use will automatically and immediately cease to exist. Except as expressly set forth in these Terms of Use, under no circumstances shall the expiration or termination of these Terms of Use entitle you to any refund or waiver of any License Fees or other fees owed to Practecol. All provisions relating to confidentiality, proprietary rights,

disclaimer of warranties, limitation of liability, choice of law, venue, remedies, and indemnification shall survive any termination of these Terms of Use.

10. Agreed Usage and Limitations of the Services.

- a. Intended Use of Services. The Services are intended to be accessed and used for non-time-critical information and control of Practecol products. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Practecol's control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that Practecol is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.
- b. No Life-Safety or Critical Uses of the Services. You acknowledge and agree that our products and Services (including Professional Monitoring Services, as defined in these Terms of Use), whether standing alone or when interfaced with third-party products or services, are not certified for emergency response. Practecol makes no warranty or representation that use of the products or Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES (OTHER THAN PROFESSIONAL MONITORING SERVICES), WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- PRACTECOL WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN ALERT UNLESS WE HAVE AGREED TO DO SO PURSUANT TO PROFESSIONAL MONITORING SERVICES. In addition, the Practecol customer care and support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.
- c. Professional Monitoring Services. "**Professional Monitoring Services**" are part of the Services and consist of notification to you or one or more emergency contacts designated by you (the "**Emergency Contacts**") of alerts at your premises by third party monitoring facility personnel and, if necessary or requested by you, monitoring facility personnel telephoning the appropriate governmental authorities ("**Authorities**"). Professional Monitoring Services may be purchased by you by payment of an appropriate fee to Practecol. You agree to use the Professional Monitoring Services in accordance with the instructions provided in the Guardzilla Professional Security Monitoring User's Guide (the "**Guide**") as well as these Terms of Use. In addition, use of Professional Monitoring Services is subject to the following additional terms and conditions:
 - i. Professional Monitoring Services are intended to assist you and any permitted monitoring facility personnel to verify an alarm event, not to reduce or eliminate any risk of loss. None of the Professional Monitoring Services are intended to replace any need for real time third party monitoring of audio or video from your premises or to detect emergency conditions such as fire, smoke, carbon monoxide, medical emergencies, or water damage.

- ii. You will use the Professional Monitoring Services solely for the verification of alarm events at your premises and no other purpose. Monitoring facility personnel will not have access to real-time audio or visual images at your premises.
- iii. You agree to prevent false alarms and be solely liable for false alarms. You must pay (or reimburse Practecol and any third party engaged by Practecol to provide the Professional Monitoring Services) any fines, fees, costs, expenses, and penalties relating to the Professional Monitoring Services assessed against you, Practecol, or the monitoring facility by any person or entity, including any court or governmental agency or any person or entity acting on the behalf of such court or agency.
- iv. Monitoring facility personnel's obligation, if any, to contact Authorities in connection with the Professional Monitoring Services shall be satisfied by such personnel contacting (or attempting to contact) the Authorities or by leaving a voicemail or similar type message with the Authorities. Emergency dispatch through use of the Professional Monitoring Services is intended to reduce the risk of a burglary, robbery, or other events occurring at your premises but is not a guarantee such events will not occur or that there will be no personal injury or property loss as a result.
- v. The Professional Monitoring Services may require that monitoring facility personnel communicate with your Emergency Contacts, in the order designated by you. Personnel will communicate with an Emergency Contact at the telephone number you provide, including any mobile phone number or residential landline number. You will (i) inform the Emergency Contacts that monitoring facility personnel will communicate with them at such numbers; (ii) instruct them on the use of the Professional Monitoring Services; (iii) inform them that monitoring facility personnel will take instruction from them and that they are solely responsible for personnel taking or not taking action in accordance with such instruction; and (iv) obtain permission from the Emergency Contacts that personnel may communicate with them at these telephone numbers.
- vi. Upon receipt of an alert and before calling any Authorities, monitoring facility personnel will telephone or attempt to telephone you and, if they fail to reach you, will telephone or attempt to telephone your Emergency Contact or Contacts. Monitoring facility personnel will only contact the Authorities upon (i) proper instruction to do so from you or one of your properly-designated Emergency Contacts; (ii) the inability of such personnel to timely reach you and your Emergency Contact or Contacts following an alert from your premises; or (iii) the inability of you and your Emergency Contact or Contacts to supply proper identification via the security code predesignated by you as set forth in the Guide. Monitoring facility personnel shall have no obligation to review or monitor any audio or video from your system or to contact the Authorities or other third party under any circumstances other than those described above.
- vii. Upon receipt of any current cancellation code from you or any Emergency Contact (or, in the case that monitoring facility personnel contact you or your Emergency Contact directly, oral advice along with proper identification via the security code predesignated by you) to disregard an alert and/or not to contact the Authorities,

monitoring facility personnel will not contact the Authorities and will have no other responsibility to communicate with you or any Emergency Contact regarding such alert.

- d. Permitting. Your municipality may require a license or permit or the payment of taxes in connection with the installation, use, or monitoring of the Services. You are solely responsible for complying with such obligations and providing Practecol with any then current license or permit number. You understand that Practecol does not provide any installation or repair services for the Services. You shall provide and maintain adequate power for all equipment relating to the Services.
- e. Reliability of Notifications. You acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. **YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR PRACTECOL PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – NEITHER PRACTECOL NOR ANY THIRD PARTY ENGAGED BY PRACTECOL WILL REVIEW ANY AUDIO OR VIDEO OF YOUR PREMISES, AND THE SERVICES ARE NOT A SUBSTITUTE FOR SUCH REAL TIME AUDIO AND VIDEO REVIEW SERVICES.** The information provided by Practecol on what to do in an emergency is based on authoritative safety sources, but there is no way for Practecol to provide specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.
- f. Temporary Suspension. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Practecol does not offer any specific uptime guarantee for the Services.
- g. System Requirements. The Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the products; (ii) an account; (iii) mobile clients such as a supported phone or tablet (required from some functionality); (iv) always-on broadband Internet access in your home; and (v) other system elements that may be specified by Practecol. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.
- h. Interception and Recording Laws. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the system at your premises. You, for yourself and any other person contacting Practecol or a monitoring facility or whose communication is received by Practecol or a monitoring facility (collectively, “*Users*”), consent to the interception, recording, disclosure, and use of the contents of any telephone call, other oral communications, or video in connection with the Services. In addition, you shall notify all Users with respect to any such

interception, recording, disclosure or use. YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.

- i. Third Party Privacy. Recording video or audio may be unlawful or violate an individual's rights, including privacy rights. You shall not use any of the Services, or permit the use of any of the Services, for any unlawful purpose. For example, you shall not use the Services to obtain or record video in any place where a person may have a reasonable expectation of privacy, including restrooms, dressing or changing areas, locker rooms, or similar areas. You also shall take all steps necessary to alert individuals at your premises of the possibility of recording video or audio. You shall use a form of connectivity to permit the transmission of video and audio to you. You shall instruct all persons who may use any Services of any limitations with respect to the Services.

11. Limitations of the Services Due to Third Parties.

- a. General. The Services rely on or interoperate with third party products and services. These third party products and services are beyond Practecol's control, but their operation may impact or be impacted by the use and reliability of the Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, including, if applicable, monitoring facility personnel; (ii) these third party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the Services operate, and (iii) Practecol is not responsible for damages and losses due to the operation of these third party products and services.
- b. Third Party Service Providers Used by Practecol. You acknowledge that Practecol uses third party service providers to enable some aspects of the Services – such as, for example, professional monitoring, data storage, synchronization, and communication through various third parties, and mobile device notifications through mobile operating system vendors and mobile carriers. YOU AGREE NOT TO RELY ON THE SERVICES FOR ANY LIFE SAFETY OR TIME-CRITICAL PURPOSES. FURTHERMORE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OF SUCH TRANSMITTING OR ANY OTHER THIRD PARTY ENGAGED BY PRACTECOL TO PROVIDE THE SERVICES (THE “*Third Parties*”) OR ANY AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN PRACTECOL AND THE THIRD PARTIES. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE THIRD PARTIES AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
- c. Equipment, ISP, and Carrier. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, and other related equipment (“*Equipment*”); (ii) your Internet service provider (“*ISP*”), and (iii) your mobile device carrier (“*Carrier*”). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You

also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

12. Indemnification. You hereby (i) agree to indemnify, defend, and hold Practecol harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your covenants, representations, warranties, or obligations herein, and (ii) release, Practecol and its direct and indirect parents, subsidiaries, affiliates, and sister entities, and their respective officers, directors, employees, and agents, from and against any losses, liabilities, claims, obligations, costs, and/or expenses (“*Practecol Parties*”) (including reasonable legal fees) which result from, arise out of, or in connection with the use of or access to the Services.

13. Warranties; Disclaimers; Limitation of Liability.

- a. General. Each party hereby represents and warrants to the other that it has all requisite power and authority to enter into these Terms of Use and to perform its obligations hereunder, and that these Terms of Use is the legal, valid and binding obligation of such party, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors’ rights generally, or by the exercise of judicial discretion in accordance with general equitable principles.
- b. Disclaimer of Warranties. ANY ACCESS TO OR USE BY YOU OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES IS PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRACTECOL DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL WARRANTIES OF SATISFACTORY QUALITY, NONINFRINGEMENT, OR QUIET ENJOYMENT. PRACTECOL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SERVICES WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU. FURTHERMORE, WHILE PRACTECOL MAKES EVERY REASONABLE EFFORT TO ENSURE THAT THE INFORMATION IN THE SERVICES IS CURRENT AND ACCURATE, YOU HEREBY REPRESENT AND WARRANT THAT YOU ACKNOWLEDGE AND AGREE THE SERVICES ARE INTENDED MERELY AS AN AID IN MONITORING YOUR OWN PERSONAL PROPERTY AND ARE NOT A SUBSTITUTE FOR A SECURITY OR THEFT DETECTION SYSTEM. YOU FURTHER REPRESENT AND WARRANT THAT YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR MONITORING THE INFORMATION RECEIVED USING THE SERVICES (E.G., VIDEO OR SOUNDS FEEDS) AND THAT NEITHER PRACTECOL NOR ANY THIRD PARTY UNDER PRACTECOL’S CONTROL WILL MONITOR YOUR DEVICES OR HAVE ANY RESPONSIBILITY FOR DOING SO, OTHER THAN IN ACCORDANCE WITH THE PROFESSIONAL MONITORING SERVICES IF YOU PURCHASE SUCH SERVICES AND COMPLY WITH THESE TERMS OF USE.

YOUR USE OF THE SERVICES, AND RELIANCE ON THEM IS DONE AT YOUR SOLE AND EXCLUSIVE RISK. NO EMPLOYEE OR AGENT OF PRACTECOL HAS AUTHORITY TO BIND PRACTECOL TO ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED IN THESE TERMS OF USE, AND YOU ACKNOWLEDGE THAT YOU HAVE RELIED ON NO REPRESENTATION AND WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS OF USE.

- c. INSURANCE. PRACTECOL'S SERVICE CHARGES ARE BASED SOLELY ON THE VALUE OF SERVICES PROVIDED AND ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF PROPERTY LOCATED ON OR NEAR YOUR PREMISES. YOU ACKNOWLEDGE AND AGREE THAT PRACTECOL IS NOT AN INSURER. YOU SHALL MAINTAIN INSURANCE COVERING ALL LOSS, DAMAGE, OR EXPENSE (COLLECTIVELY, "*Losses*"), INCLUDING ALL PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH), ECONOMIC LOSSES, OR ANY OTHER FORM OF LOSS, DAMAGE, OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY (I) THESE TERMS OF USE, INCLUDING ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OBLIGATION ARISING HEREUNDER (II) THE SERVICES; (III) THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF YOU OR ANY PRACTECOL PARTY; (IV) THE IMPROPER OPERATION OR NON-OPERATION OF THE SERVICES; (V) BREACH OF CONTRACT, EXPRESS OR IMPLIED; (VI) BREACH OF WARRANTY, EXPRESS OR IMPLIED; (VII) PRODUCT OR STRICT LIABILITY; (VIII) THE LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO PROVIDE THE SERVICES OR TRANSMIT ANY SIGNAL TO OR RECEIVE SIGNALS AT ANY MONITORING FACILITY; (IX) A CLAIM FOR SUBROGATION, INDEMNIFICATION, OR CONTRIBUTION; (X) A VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ANY PRACTECOL PARTY; (XI) A VIOLATION OF ANY LAW PROHIBITING THE INTERCEPTION OF ORAL COMMUNICATIONS BY ELECTRONIC MEANS; (XII) THE ACTIONS OF ANY THIRD PARTY IN RESPONDING TO A SIGNAL FROM THE PROFESSIONAL MONITORING SERVICES; OR (XIII) ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF YOUR PERSONAL INFORMATION. YOU RELEASE THE PRACTECOL PARTIES FOR ALL LOSSES COVERED BY YOUR INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES. YOU ALSO WAIVE AND RELEASE ANY SUBROGATION AND OTHER RIGHTS YOU OR YOUR INSURANCE COMPANY MAY HAVE AGAINST THE PRACTECOL PARTIES FOR MONEY PAID TO YOU OR ON YOUR BEHALF.
- d. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRACTECOL SHALL NOT BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING WITH RESPECT TO THESE TERMS OF USE OR THE SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT PRACTECOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

THIS SECTION SHALL APPLY TO ANY HARM WHATSOEVER WHICH MAY RESULT TO YOUR OR ANYONE ELSE'S COMPUTER HARDWARE, SERVICES, NETWORKS, DATA, AND/OR ANY OTHER PROPERTY OR INTERESTS WHATSOEVER AS A RESULT OF ANYONE'S USE OF OR EXPOSURE TO THE SERVICES, OR THE BAD ACTS OF PRACTECOL'S EMPLOYEES IN VIOLATION OF PRACTECOL'S WRITTEN POLICIES, OR OF THE CONDUCT OF ANY THIRD PARTIES. IN NO EVENT SHALL PRACTECOL BE LIABLE TO YOU OR ANY THIRD PARTIES AS A RESULT OF YOUR FAILURE TO USE REASONABLE CARE OR FOLLOW PRACTECOL'S INSTRUCTIONS WITH REGARD TO USE OF THE SERVICES. IN NO EVENT SHALL PRACTECOL'S AGGREGATE LIABILITY TO YOU UNDER THESE TERMS OF USE EXCEED THE GREATER OF THE LICENSE FEES PAID BY YOU IN THE ONE YEAR PRECEDING THE ACCRUAL OF THE FIRST SUCH CLAIM OR THE PURCHASE PRICE PAID BY YOU FOR THE APPLICABLE GUARDZILLA DEVICE, OR ONE THOUSAND DOLLARS (\$1,000.00), WHICHEVER IS LESS. THE EXISTENCE OF ONE OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THIS LIMIT.

14. Export Restrictions. THESE TERMS OF USE IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SERVICES OR INFORMATION ABOUT SUCH SERVICES WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. YOU SHALL NOT EXPORT THE SERVICES, DOCUMENTATION, OR INFORMATION ABOUT THE SERVICES AND DOCUMENTATION WITHOUT WRITTEN CONSENT OF PRACTECOL AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS. YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY, AND THAT YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

15. International. Practecol makes no representation or warranty that the Services are appropriate or available for use outside of the United States. You should ensure that the Services comply with local laws and regulations prior to making use of them. Those who choose to access the Services from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws. By using the Services, you consent to having your personal information (as defined in our Privacy Policy) transferred to and processed in the United States.

16. Miscellaneous.

- a. Remedies. The parties agree that the remedy at law for any breach of the covenants set forth in these Terms of Use will be inadequate and that, accordingly, in addition to all remedies at law, the parties will be entitled to injunctive relief as well as any other appropriate relief from any court of competent jurisdiction. The parties expressly recognize the reasonableness of the covenants in these Terms of Use and that they have received full and adequate consideration therefor.
- b. Attorneys' Fees and Costs. In the event of a suit, action, or proceeding pertaining to these Terms of Use, the non-prevailing party shall reimburse the prevailing party for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection therewith.

- c. Modification and Waiver. No modification or waiver of any provision of these Terms of Use, nor consent to any departure therefrom, shall be effective unless the same shall be in writing signed by the parties, and then only in the specific instance and for the specific purpose for which expressly given.
- d. Severability. Each provision in these Terms of Use is separable and if any provision should be declared void and unenforceable, the remaining provisions shall remain in full force and effect.
- e. Governing Law and Forum; Enforcement of Judgments. These Terms of Use shall be governed by the laws of the State of Missouri and will be considered to be executed in Jackson County, Missouri, regardless of where it is actually executed. Any action arising from these Terms of Use shall be initiated and maintained in a federal or state court located in or serving St. Louis County, Missouri (“**Competent Court**”). Further, a determination or judgment by any Competent Court may be enrolled and enforced in any jurisdiction where the party against whom enforcement is sought may be found or where any breach of these Terms of Use may have occurred.
- f. Independent Counsel. The parties acknowledge that they have had full opportunity to study these Terms of Use and to consult with independent counsel.
- g. Construction and Binding Effect. The provisions of these Terms of Use shall be interpreted in a reasonable manner to affect the purposes and intention of the parties as set forth herein, and shall not be interpreted or construed against any party hereto because that party or any attorney or representative for that party drafted or participated in the drafting of these Terms of Use. These Terms of Use shall be binding upon the parties and their heirs, successors, assigns, and personal representatives.
- h. Complete Agreement. It is understood and agreed between the parties that these Terms of Use constitutes the entire agreement between them, both oral and written, and that all prior agreements or representations respecting the subject matter hereof whether written or oral, expressed, or implied, shall be abrogated, canceled and are null and void and are of no effect.
- i. Updates to Terms of Use. Practecol reserves the right to amend these Terms of Use without prior notice to reflect technological advancements, legal and regulatory changes and good business practices, or for any other reason. In such a case, revised Terms of Use will be posted at <http://www.guardzilla.com/legal> which will become effective as of the date indicated on such revised Terms of Use.

If you have any questions concerning these Terms of Use, you may contact Practecol by writing to Practecol, LLC at 3155 Sutton Blvd, Ste. 202, Maplewood, MO 63143, by calling 314-862-0388 between the hours of 8 am and 5 pm central time on normal business days, or by emailing info@guardzilla.com.