



Service Agreement

Use of the OmniSite website constitutes acceptance of the following terms and conditions. The terms of this Notification Services Agreement (this "Agreement") of which these terms and conditions are an integral part, you (the "Subscriber") and OmniSite, agree to be legally bound as follows:

1. "OmniSite Devices" are devices capable of transmitting data or information ("Data Messages") by means of participating carriers of cellular or telephone service ("Participating Carriers") to data routing service providers ("Data Routers"), which forward such Data Messages to a service facility (the "OmniSite Service Facility").
2. This Agreement applies to all the OmniSite Devices purchased pursuant to the Terms and Conditions of Sale or provided pursuant to the OmniSite Use Agreement. The Terms and Conditions of Sale and the OmniSite Use Agreement shall be read in conjunction with this Agreement.
3. OmniSite and Subscriber agree that OmniSite's only responsibility under this Agreement is to provide Monitoring Services. For purposes of this Agreement, "Monitoring Services" shall mean the receiving of Data Messages sent by the OmniSite Devices to the OmniSite Service Facility and the sending of notification messages ("Message Delivery") in response to the Data Messages received from OmniSite Devices as configured by Subscriber.
4. Prior to commencement of the Message Delivery, the Subscriber will, at its own cost, install or have installed the OmniSite Devices on the Subscriber's monitored equipment in accordance with installation and operating instructions provided with the OmniSite Device and the monitored equipment, if applicable.
5. After Subscriber's acceptance of this Agreement, OmniSite shall provide Monitoring Services at the agreed fees. Payment for the Monitoring Services and any other charges will be made by electronic fund transfer, credit card, or if an open account is approved, within (30) days of receipt of an invoice by OmniSite.
6. Other than for a Subscriber who has fully prepaid all fees, Subscriber agrees that OmniSite shall have the right to increase fees and charges at any time upon 30-day notice. Prepaid fees will not be subject to price increases until the end of the prepaid term. The prices set forth in any price list posted in the Published Price Pages section of OmniSite's website do not include and are net of any federal, state, local sales, use, excise, service, telecommunications, utility or similar tax and all government fees, customs, duty, tariff and similar fees levied upon the Message Delivery services. Subscriber shall be solely responsible for payment or reimbursement to OmniSite of all such taxes or fees imposed by any level of government, whether due at the time of sale or service or if asserted later.
7. OmniSite Devices covered under this Agreement shall become activated only upon completion of all required activation information as indicated on the OmniSite website.
8. The Subscriber may from time to time change the Message Delivery or Message Delivery address (i.e., phone numbers, fax numbers, pager numbers or email address) for any OmniSite Device or the Subscriber may authorize other third parties to make such changes. The Subscriber shall be responsible for any changes to the Message Delivery made by itself or any such third parties.
9. The Subscriber is responsible for maintaining the OmniSite Devices and monitored equipment at the premises in good working condition.
10. OmniSite, upon receipt of a Data Message from an activated OmniSite Device, shall make reasonable efforts to complete a Message Delivery. If in OmniSite's sole judgment it believes that a condition that requires the transmission of a Data Message does not exist, OmniSite shall not be responsible to transmit such Data Message and shall have no liability for not transmitting such Data Message.
11. For any OmniSite Device which, in the sole judgment of OmniSite, Participating Carriers or Data routers, send excessive Data Messages, OmniSite shall have the right to immediately cease transmitting Data Messages and to deactivate any such OmniSite Device and shall have no liability for not transmitting such Data Message and/or deactivating any such OmniSite Device. In such event, OmniSite shall make reasonable efforts to notify Subscriber.



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12. OmniSite shall not be responsible and shall have no direct or indirect liability for any false, incomplete or incorrect messages.
13. Upon termination or cancellation of the Agreement for any reason, OmniSite shall have the right to immediately stop receiving messages from all OmniSite devices and transmitting Message Delivery of Subscribers.
14. This Agreement may be terminated without prior notice, at the option of OmniSite in the event of the following: (a) the OmniSite Service Facility is destroyed by fire or other catastrophe, or damaged so that it is impractical to continue service, (b) cellular coverage through Participating Carriers is unavailable or becomes unavailable or agreements with Participating Carriers are terminated, (c) lack of or failure of message routing services by DataRouters or agreements with Data Routers are terminated, (d) lack of or failure of phone lines or other equipment, (e) Subscriber's account is past due, (f) Subscriber does not make timely payment for the Monitoring Services or does not make timely payment under the terms and Conditions of Sale, and (g) the inability of OmniSite to provide Monitoring Services through no fault of OmniSite. OmniSite shall have no liability whatsoever to Subscriber Terminating this Agreement in accordance with above.
15. Data Messages from OmniSite Devices are received by OmniSite by a combination of telephone and cellular communication. Therefore, OmniSite shall not be obligated to perform Monitoring Services or to rebate any fees or charges during any time when cellular service, telephone service or any related equipment is not operational. Cellular reception in designated coverage areas depend upon radio devices, the installation of such devices, antenna, topography and environmental conditions and therefore is subject to change at any time.
16. Any fees paid by Subscriber under this Agreement shall not be refundable.
17. Competitive Bundle pricing is based on the customer committing to and completing a bundled services term. If a customer terminates any of the bundled services prior to the expiration of the selected bundled services term, the customer shall not be entitled to any refund. OmniSite shall be entitled to keep the customer's payment for the entire bundled services term. The portion of customer's payment that covers the unused portion of the bundled services term shall be considered an early termination charge. ("Early Termination Charge"). The Early Termination Charge is not a penalty, but rather a charge to compensate OmniSite for the customer's failure to satisfy the bundled services term commitment on which the Competitive Bundle promotional pricing is based. If a customer wishes to change from the bundled wireless service to the standalone wireless service from OmniSite, Omnisite reserves the right to charge a service change fee of \$300 per unit ("Service Change Fee").
18. Subscriber and OmniSite agree that OmniSite is not an insurer and no insurance coverage is offered herein. Payments to OmniSite are solely for performing Monitoring Services and OmniSite makes no representation that such Monitoring Services will reduce any risk of loss to equipment or other property or prolong the life of any equipment or other property.
19. Subscriber acknowledges that the services provided by OmniSite hereunder are based upon Data Messages furnished to OmniSite by Data Routers and utilizes cellular telephone service that is furnished to Data Routers by one or more Participating Carriers pursuant to agreements between Data Routers and such Participating Carriers and the services provided under this Agreement are subject to the terms, conditions and limitations therein set forth in such agreements. Under no circumstances shall the participating carriers, data routers, OmniSite, its authorized representatives, affiliated or subsidiary companies be liable for special, consequential, punitive, indirect or incidental damages arising out of this agreement or any obligations under this agreement. OmniSite shall not be liable for participating carriers, data routers and OmniSite failure to perform or for delay in performance of their respective obligations under this agreement if such performance is prevented, hindered or delayed by reason of any cause beyond the control of participating carriers, data routers and OmniSite. Subscriber further acknowledges that participating carriers, data routers and OmniSite do hereby disclaim any and all liability and damages of any nature whatsoever to subscriber,



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whether direct or indirect arising out of subscriber's use of data messages, or arising, related to or concerning any services related to this agreement, and subscriber agrees that subscriber shall have no claims against participating carriers, data routers and OmniSite of any kind with respect thereto. OmniSite aggregate liability under this agreement shall in no even exceed the fees received by OmniSite for the services provided for the immediate twelve (12) month period to the affected OmniSite device. If subscriber has purchased a prepaid plan, OmniSite's entire liability under the OmniSite use agreement shall be included in the aforementioned amount. OmniSite's entire liability under this Agreement shall be as set out in this Section 18. The parties have agreed that the limitations specified in this Section 18 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

20. The services provided under this agreement are provided "as is" and "as available" and OmniSite 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. OmniSite makes no representations or warranties that the services are free of rightful claims of any third party or infringement of proprietary rights. The entire risk associated with the use of the services shall be borne solely by subscriber. OmniSite makes no warranty that the services will meet subscriber's requirements. Under no circumstance does OmniSite advocate that OmniSite equipment is suitable for use to control potable drinking water systems. Use of OmniSite equipment for this purpose is solely at users own risk and is not recommended by OmniSite. OmniSite shall have no liability for a failure of a potable drinking water application for any reason whatsoever under any circumstances whatsoever.
21. Subscriber agrees to indemnify and hold OmniSite, Data Routers and Participating Carriers harmless from and against all claims, damages, lawsuits, and losses related to, concerning or arising out of the (i) negligent acts or omissions of Subscriber; (ii) breach by Subscriber of any of its obligations under this Agreement or (iii) the infringement of any patent or copyright by any services, systems, products or parts deployed by or on the behalf of the Subscriber in combination and/or connection with the Data Messages underlying the Monitoring Services provide by OmniSite, where the Data Messages would not be infringing without such combination and /or connection, including, but not limited to, reasonable attorney fees in defending any such claim or lawsuit.
22. All data generated pursuant to the Monitoring Services shall be solely owned by OmniSite and OmniSite shall have all rights and title to such data. OmniSite may use such data for any purpose or transfer to sell such data; provided, however, OmniSite will not transfer or sell job specific data unless specifically agreed to by Subscriber. Upon reasonable prior written notice, OmniSite will provide Subscriber with a copy of such data. OmniSite will deliver such data to Subscriber through e-mail or any other method of delivery that OmniSite chooses.
23. This Agreement is not assignable by Subscriber without the prior written consent of OmniSite. Any such assignment shall be null and void and this Agreement shall immediately terminate.
24. In the event of a conflict between the terms and conditions of this Agreement and a purchase order or other agreement relating to the subject matter hereof, it is agreed that this Agreement shall govern and control.
25. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflicts of law provisions thereof. Both parties agree to the exclusive jurisdiction of the state and federal courts of Indiana.
26. The failure of either part to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either part or a breach of any provision hereof be taken or held to be a waiver of the provision itself, not any other right or remedy available to either party.



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27. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability of invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.
28. This Agreement and the document referred to herein, if any, constitute the final, complete and exclusive agreement between the parties with respect to the subject matter hereof. This Agreement supercedes, and the terms of this Agreement govern, all prior agreements, whether written or oral, with respect to the subject matter contained herein. Notwithstanding anything contrary in this Agreement, OmniSite may change any terms and conditions in this Agreement at any time by posting such changes on OmniSite's website. Such changes shall take effect at the time of posting.