

MANAGED SERVICES AGREEMENT

1. Acceptance

Janus Remote Communications must formally accept your Managed Services Order and Credit Application by countersigning the Managed Services Form.

2. Service Authorization; Services Commencement

The individual executing the Managed Services Order Form on behalf of Customer hereby represents and warrants to Janus Remote Communications that he or she is duly authorized to execute and deliver the Managed Services Order Form on behalf of Customer. Customer authorizes Janus Remote Communications to provide, or cause to be provided, the services selected on the Managed Services Order Form (collectively, the "Services") during the Service Term (as defined below). In order for Customer to receive Service, Customer must cooperate in good faith with Janus Remote Communications as may be reasonably necessary for Janus Remote Communications to commence and continue to provide Services. Janus Remote Communications will use commercially reasonable efforts to commence Service within ten (10) days of the Effective Date, but in no event will Janus Remote Communications incur any liability whatsoever to Customer for any inability to commence services by such date.

3. Customer Authorized Representative; Customer

Customer must authorize and identify to Janus Remote Communications in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (additions, deletions or changes to the Services). Janus Remote Communications has the right to rely on the instructions given by such representative until Customer notifies Janus Remote Communications in writing of its selection of a different authorized representative.

Customer will provide or designate a technical contact responsible for assisting Janus Remote Communications in diagnosing reported trouble. In the event Customer is not able to provide a certified technical contact, Janus Remote Communications may invoice the Customer for such support at Janus Remote Communication's applicable hourly rate. If Customer's authorized representative technical contact changes, Customer must immediately notify Janus Remote Communications in writing of the name and contact information of the new authorized representative and technical contact. Customer will be responsible for any expenses, losses or claims incurred by Janus Remote Communications as a result of Customer's breach of the obligations in this Section.

4. Service Term

The term commitment for the Service (“Service Term”) will be reflected on the Managed Services Order Form. The Service Term shall commence on the first (1st) day Service is made available to the Customer by Janus Remote Communications, Service may be provided for month-to-month terms or for longer, fixed time periods, depending on your plan. The Service term automatically renews for successive terms of equal duration unless you provide us written notice of no less than ninety (90) days prior to the expiration of the current term of your intent not to renew. The renewal begins on the day after the last day of your Service term. If you choose a one (1) year, a two (2) year or a longer fixed term of service, you agree to purchase Service for the full term and any renewal term, if applicable. If you terminate Service before the end of your fixed term (or any renewal term), or we terminate following your default, you will be in material breach of this Agreement and will be subject to the Early Termination Charges described in Section 15(d) of Janus Terms and Conditions.

In addition, upon the conclusion of your term commitment period, Janus Remote Communications will automatically begin charging the applicable charges for the renewal period, including charging the credit card you previously authorized to pay for the Services, unless you cancel the Service by providing at least written notice of your intent not to renew Services at least ninety (90) days prior to the end of the current term. If you were receiving a discount based upon a term commitment, your discount may cease and you may be billed the standard monthly rate for the Services during the renewal term. If you subscribe to a prepaid plan, your subscription will automatically renew at the end of each term for successive terms of equal duration. Janus Remote Communications may charge your credit card for the prepayment to cover the renewal term, unless you cancel the Service by providing at least written notice of your intent not to renew Services at least ninety (90) days prior to the end of the current term. Janus Remote Communications does not refund any prepaid fees for unused service.

Rates and charges in effect on the last business day of the Initial Term or Renewal Term, as applicable, shall be the rates and charges in effect for such Renewal Term until changed in accordance with these Terms. If during the Service Term, Customer submits a change order that requires Janus Remote Communications to activate additional Devices and there is less than twelve (12) months remaining in the Service Term at the time such Devices are activated, then Customer expressly agrees that the Service Term shall be automatically extended to the first (1st) anniversary of the date the last circuit related to such change order is activated. Customer is responsible for Early Termination Charges (defined below) if the Agreement is terminated either (a) prior to the Service Commencement Date or (b) prior to the expiration of the then current Service Term. (Please see Section 15 of Janus Terms and Conditions.)

EQUIPMENT LEASE AGREEMENT

1. Purpose:

This agreement is entered into by and between Connor-Winfield Corporation DBA Janus Remote Communications (hereinafter referred to as "JANUS") and the applicant whose name appears on the application at the top of the page, (hereinafter referred to as the "Customer") for the purpose of establishing the terms and conditions by which Customer will rent Equipment from JANUS. Subject to Customer's good credit standing, and availability of Equipment, JANUS agrees to rent to Customer Equipment items as ordered by Customer.

2. Validity:

This agreement will be valid on the date entered into by the parties and until such time as it is modified or terminated in writing by mutual agreement to the parties to the Agreement. For as long as this Agreement is valid, including any written modifications therefore, it will cover Customer's Lease of any and all Equipment from JANUS.

3. Equipment:

The word "Equipment" includes all items that JANUS may rent to Customer pursuant to orders that Customer may place with JANUS.

4. Agreement Term:

- 4.1 The term commitment for the Lease ("Lease Term") will be reflected on the Equipment Lease Form. The Lease Term shall commence on the first (1st) day Equipment is made available to the Customer by Janus Remote Communications. Lease Equipment may be provided for month-to-month terms or for longer, fixed time periods, depending on your plan.
- 4.2 The Lease term automatically renews for successive terms of equal duration unless you provide us written notice of no less than ninety (90) days prior to the expiration of the current term of your intent not to renew. The renewal begins on the day after the last day of your Lease Term. If you choose a two (2) year, a three (3) year or a longer fixed term of Lease, you agree to Lease for the full term and any renewal term, if applicable.
- 4.3 If you terminate Lease before the end of your fixed term (or any renewal term), or we terminate following your default, you will be in material breach of this Agreement and will be subject to the Early Termination Charges described in Section 21 below.
- 4.4 Upon the conclusion of your term commitment period, Janus Remote Communications will automatically begin charging the applicable charges for the renewal period, including charging the credit card you previously authorized to pay for the Lease, unless you cancel the Lease by providing at least written notice of your intent not to renew Lease at least ninety (90) days prior to the end of the current term. If you were receiving a discount based upon a term commitment, your discount may cease and you may be billed the standard monthly rate for the Lease during the renewal term. If you subscribe to a prepaid plan, your subscription will automatically renew at the end of each term for successive terms of equal duration. Janus Remote Communications may charge your credit card for the prepayment to cover the renewal term, unless you cancel the Lease by providing at least written notice of your intent not to renew Services at least ninety (90) days prior to the end of the current term. Janus Remote Communications does not refund any prepaid fees for unused Lease period.

4.5 Rates and charges in effect on the last business day of the Initial Term or Renewal Term, as applicable, shall be the rates and charges in effect for such Renewal Term until changed in accordance with these Terms.

5. Equipment Installation:

5.1 Equipment will ship to Customer via carriers such as UPS, FedEx, or any other carrier at the sole discretion of JANUS. In the event of discrepancy between the terms promised to Customer at the time of order and the Equipment Received by Customer, Customer should immediately call JANUS and settle all discrepancies. Customer will abide by the terms specified in the Terms and Conditions, or ship the Equipment back to JANUS within 24 hours.

5.2 Customer is responsible for Equipment installation. Until such time as the Equipment is returned to JANUS, Customer will be responsible for such Equipment pursuant to the terms and conditions of this agreement.

5.3 Customer shall be responsible to notify JANUS if Equipment fails to perform to the specifications outlined by Janus Equipment documentation. If technical issues arise with Equipment at installation, Customer shall contact Janus for technical support.

5.4 Customer is responsible to return Equipment to Janus after this Agreement is terminated. Customer will be charged full market value if Equipment is not returned within fifteen (15) days after termination of this agreement.

6. Customer Agrees:

6.1 Customer agrees to use the Equipment solely for the purpose for which it is supplied.

6.2 Customer shall not alter the Equipment in any way.

6.3 Customer agrees that the Equipment provided by JANUS shall only be operated by competent personnel, familiar with the operation of such equipment.

6.4 Customer agrees to be responsible for all damage caused to JANUS's Equipment while in use by Customer or while in transit from Customer. In the event of such damage, JANUS reserves the right to charge Customer for the repair of the Equipment, and Customer promises to promptly pay for the repair of such damages upon JANUS's demand.

6.5 Customer agrees to provide an on-site environment that meets the requirements for proper operational performance of the Equipment.

6.6 Customer shall not move the Equipment from the location specified in Customer's order without first notifying JANUS receiving JANUS's prior written approval.

7. Insurance:

Customer shall fully insure against all damages of JANUS's equipment that is in the possession of Customer, naming JANUS as loss payee, in an amount not less than replacement cost and, upon request, provide to JANUS a Certificate of Insurance, naming JANUS as an Additional Insured under Customer's policy. Customer agrees to provide reasonable security at the site of use, to minimize the exposure of the Equipment to loss and/or damage. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. Indemnity:

JANUS is not responsible for any loss or injuries caused by the installation or use of the Equipment. Customer agrees to hold JANUS harmless and reimburse JANUS for loss and to defend JANUS against any claim for costs, losses or injury caused by the Equipment or its use. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

9. Loss or Damage:

Customer is responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer agrees to promptly notify JANUS in writing of any loss or damage and Customer will then pay to JANUS the present value of the total of all unpaid payments. Any proceeds of insurance will be paid to JANUS and credited against the outstanding balance of both rent and replacement cost.

10. Payment Terms:

Customer agrees to pay Lease charges as specified. If Customer requests and is granted permission to extend the Lease contract term, JANUS will charge Customer's credit card for the additional contract term within 5 days of the extension commencement date. If Customer fails to return equipment in accordance to section 6.0 of this agreement at the end of the initial Lease period, Customer agrees to let JANUS charge Customer's credit card for all Lease charges incurred until the equipment is returned. Loss or damage of Equipment by Customer does NOT relieve Customer of the Lease obligation and Customer agrees to let JANUS charge Customer's credit card for all rent until the Equipment is returned or replaced.

11. Taxes:

Customer shall pay any and all taxes levied on or associated with the goods and services provided with this Agreement, including without limitation, any local, state, federal, or other government charges for sales, manufacturing, excise and like taxes.

12. Liability for Customer's Work Product:

12.1 JANUS expressly disclaims any liability in the event that any electrical and/or mechanical breakdown or failure of JANUS's Equipment should result in damage, loss, delay or any other interference in Customer's work product. JANUS's exclusive obligation and liability to Customer shall be to provide Customer with the same or similar equipment in order to accomplish the same work. In no event shall JANUS be liable for any consequential damages or loss of profit.

12.2 JANUS shall not be responsible for any of Customer's Intellectual Property (IP) remaining in JANUS's hardware upon its return.

13. Force Majeure:

In the event that all or substantially all of JANUS's warranties, representations and/or performance of services with regard to this Agreement are materially interfered by reason of any cause or occurrence beyond the control of JANUS, including without limitation, machine malfunction (except to the extent caused by intentional or grossly negligent acts of JANUS, its employees or agents), fire, flood, epidemic, earthquake, explosion, accident, war, blockage, embargo, act of public enemy, civil disturbance, labor dispute (or threatened disputes), then JANUS, to the best of its ability, shall give notice to Customer of such event of force majeure, and the performance by JANUS's responsibilities undertaken within this Agreement, or any additional and/or subsequent agreements that may be in force between JANUS and Customer, shall be postponed for a period equal to the period of existence of the event of force majeure.

14. Cancellation Charges:

In the event that Customer pre-orders equipment for delivery in the future, JANUS, upon confirmation of such order, will reserve the Equipment for Customer and assure Customer of its delivery.

14.1 In the event that Customer cancels its order less than 72 hours prior to the shipping and/or installation of the Equipment, Customer agrees to pay cancellation charges equal to 100% the Lease rate.

14.2 In the event that Customer cancels its order subsequent to the shipping and/or installation of the Equipment, Customer agrees to pay a cancellation fee equal to 50% of the Lease charge of the entire period the Equipment was ordered for.

15. Delivery:

Unless Customer's site is within 20 (twenty) miles from Company's headquarters, Customer agrees to pay transportation charges for delivery and/or return of Equipment.

16. Right of Entry:

Customer, upon execution of this Agreement, and during all times that JANUS's Equipment is rented to Customer, grants JANUS an irrevocable right of entry to Customer's premises for the sole and limited purpose of JANUS's reclamation of its Equipment in the event that Customer defaults under this Agreement. In the event of such default, JANUS shall post on Customer's premises a notice of its intent to reclaim such Equipment providing Customer a 24 hour notice of said entry. Customer shall have the right to fully remedy such default within the same 24-hour period, and upon such full remedy, JANUS shall vacate its intention to reclaim said Equipment.

17. Assignment:

This Agreement shall not be assigned by Customer without the prior written consent of JANUS. Upon consensual assignment, this Agreement and the rights and obligations hereunder shall be binding upon the successors and assigns of Customer.

18. Exhibits and Attachments:

The forms attached hereto are fully incorporated herein; however, if there is a discrepancy between the terms of this Agreement and any terms that are in the Exhibits and Attachments, the terms of this Agreement shall govern.

19. Governing Law:

This Agreement shall be governed by the law of the State of Illinois, applicable to contracts entered into and wholly performed in the State of Illinois.

20. Partial Invalidity:

20.1 Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the Agreement and any statute, law, ordinance, order, or regulation, the latter shall prevail, but in such event, any provision of this Agreement so affected shall be curtailed and limited to the extent necessary to bring it within the legal requirements.

20.2 In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable in a court of law or equity; (i) the parties agree to negotiate in good faith an acceptable alternative provision which reflects as closely as possible the intent of the enforceable provision; and (ii) the validity and legality of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

21. Early Termination Charges:

In the event Customer terminates Lease Agreement prior to the end of the Initial Term or any Renewal Term or has Lease discontinued for any reason, Customer agrees to pay Janus Remote Communications early termination charges ("Early Termination Charges") as liquidated damages and a reasonable approximation of Janus Remote Communication's loss from early termination (not as a penalty), in an amount equal to:

- (1) All fixed recurring charges (including all "Minimum Usage Commits," if any) for the number of months remaining in the current Term (pro-rated for any partial months), and
- (2) All outstanding but unpaid non-recurring charges and other unpaid charges incurred prior to termination.

In addition, Customer agrees to return the Janus Remote Communications Equipment in accordance with these Terms.

Any suspension or termination of the Lease Agreement may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While Customer's Lease is suspended, billing will continue for Customer's recurring charges and any usage-based charges plus any applicable taxes and governmental surcharges.

22. No Waiver:

The failure of either party to insist upon the other party's performance of any obligations hereunder shall not be construed as a waiver of or the breach of any obligation of either party or of any subsequent breach of such obligation. The failure of either party to exercise any right or remedy which it may have hereunder or under the law shall not be construed as a waiver of any other right or remedy which the party may have hereunder or under the law.

23. Cumulative Remedies:

Any right and remedy belonging to JANUS hereunder or under the law shall be deemed cumulative and not exclusive of one another and the exercise by JANUS of any such right or remedy shall not preclude JANUS from exercising or enforcing any other right or remedy it may have.

24. Attorney's Fees:

In the event that any party bring suit in connection with this Agreement, or any other agreement that may exist between the parties to this Agreement, for the recovery of any sum due under such agreement, or because of a breach of any provision hereof or for any other relief, then all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party therein shall be paid by the other party, and this provision shall be enforceable whether or not the action is prosecuted by Judgment.

25. Arbitration:

All disputes arising from this Agreement, or from any other agreement that exists between the parties to this Agreement, shall be referred for binding arbitration to the American Arbitration Association in Illinois. In the event of litigation arising from this agreement, or from any other agreement between Customer and Company, Customer hereby agrees to litigate such disputes in Illinois.

Full information on Janus Business Terms and Conditions (as well as company policies) can be found at www.janus-rc.com. Please read all Janus terms and conditions, as well as policies, before signing forms.