

## ALARM MONITORING SERVICES AGREEMENT

This **ALARM MONITORING SERVICES AGREEMENT** (this “**Agreement**”) is by and between **PETRONE TECHNOLOGY GROUP INC.**, a Florida corporation (“**Petrone**”) and the undersigned **CUSTOMER** (“**you**,” “**your**,” or “**Customer**”).

**WHEREAS**, Petrone provides security and alarm installation and monitoring services, including, but not limited to, burglar alarm monitoring, panic alarm monitoring, fire alarm monitoring, carbon monoxide monitoring, floor monitoring, temperature monitoring, asset protection monitoring, medical monitoring, and equipment GPS tracking; and

**WHEREAS**, Customer desires to engage Petrone to provide specific products and Services set forth in detail on applicable Invoice(s) (defined below), and Petrone is willing to perform such Services under the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Petrone and Customer agree as follows:

1. **Terms.** Petrone will provide Customer with the products and services specified and ordered by Customer (the “**Services**”) in one or more estimates and/or invoices (the “**Invoice(s)**”) for and at the location identified in the Invoices (the “**Premises**”) in accordance with the terms of this Agreement. Such Invoices are hereby incorporated by reference into this Agreement. The Services may be provided to you directly by Petrone or its affiliates, and its and their agents, representatives, suppliers, service providers, contractors, or subcontractors (a “**Petrone Related Party**” or the “**Petrone Related Parties**”). From time to time, Customer may place orders pursuant to new Invoices with Petrone requesting additional Services to be provided by or on behalf of Petrone.

2. **Acceptance of this Agreement.** You will have accepted this Agreement and be bound by its terms upon the earlier of (a) your signature on this Agreement, or (b) your use of the Services (the “**Effective Date**”).

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, ESPECIALLY THOSE PARAGRAPHS RELATING TO YOUR INDEMNIFICATION OF PETRONE AND THE PETRONE RELATED PARTIES, PETRONE’S AND PETRONE RELATED PARTIES’ LIMITED LIABILITY, AND PETRONE’S LIMITED WARRANTY.**

3. **Term of Agreement; Termination.** The initial term of this Agreement (the “**Initial Term**”) shall be a period of \_\_\_\_ years from the Effective Date. Following the Initial Term, this Agreement shall automatically renew for additional \_\_\_\_ year terms (collectively, with the Initial Term, the “**Term**”). Petrone shall have the right to terminate this Agreement upon notice to you. If at any time during the Term, Customer chooses to terminate the Services, Customer shall immediately owe Petrone all amounts due under the Invoices. **THIS AMOUNT IS A TERMINATION FEE AND IS AN AGREED UPON AMOUNT OF DAMAGES, NOT A PENALTY.** Customer’s obligations to make payments under this Agreement, the manufacturers’ warranties and the Petrone limited warranties set forth herein shall survive the termination of this Agreement.

4. **Installation.** Petrone agrees to undertake any installation of Services in a commercially reasonable manner, and you agree to pay all applicable installation and activation charges. You must pay all utility charges associated with such installation and the subsequent operation of the monitoring system. Customer shall cooperate with Petrone in its performance of the Services and provide access, physically, remotely, or electronically, to Customer’s Premises as required to enable Petrone to provide the Services. Customer shall take all steps necessary, including obtaining any required licenses or consents, to allow Petrone’s provision of the Services. You understand that installation of the monitoring system may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. Customer must notify Petrone in writing of any problems with the installation within thirty (30) days after the completion of installation.

5. **Monitoring.** Petrone will monitor signals from the monitoring system during the Term. Petrone may contract the performance of all or any portion of the Services to any Petrone Related Parties, and provide such

Petrone Related Parties with all information regarding the Customer as Petrone deems necessary or appropriate to the provision of the Services and which such Petrone Related Parties may retain and use in accordance with applicable law. You acknowledge that you have no contractual relationship with, or rights as a third party beneficiary with respect to, any Petrone Related Parties. You also acknowledge and agree that the protections afforded to Petrone under this Agreement apply to each of Petrone Related Parties, including, without limitation, Sections 10, 11, and 12. Monitoring services will begin when the monitoring system is installed and operational, and when the necessary communications connection is completed.

a. **Emergency Contact.** Customer agrees to give Petrone a completed emergency contact sheet and to update it as necessary. The person(s) identified on your emergency contact information will be authorized to act on your behalf, including the authority to cancel an alarm prior to the notification of emergency response organizations. Petrone and Petrone Related Parties are entitled to rely solely on your emergency contact information and the instructions of such person.

b. **Response Policies and Procedures.** You acknowledge that Petrone and Petrone Related Parties may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders, or other verification procedures in response to monitored alarms. You agree that Petrone and Petrone Related Parties may, in its and their sole discretion, attempt to contact you to verify that a signal is not a false alarm. IF PETRONE OR ANY PETRONE RELATED PARTIES HAS REASON TO BELIEVE, IN ITS OR THEIR SOLE DISCRETION, THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT NOT TO FOLLOW THE NOTIFICATION OR OTHER VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS. Neither Petrone nor Petrone Related Parties shall be liable for its failure to contact you or any person on your emergency contact sheet as contemplated in this paragraph. Petrone and Petrone Related Parties may, without prior notice, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures. You understand that, upon receiving notification that an alarm signal has been received by Petrone, the police, fire department or other responding authority may forcibly enter your Premises.

c. **Communication with the Monitoring System.** You understand that: (a) the monitoring system communicates with the monitoring facility over one or more transmission systems, as determined by Petrone in its sole discretion, such as a telephone system, voice-over internet protocol, DSL, broadband, cellular, radio, internet, etc.; (b) transmission systems are maintained and serviced solely by the applicable transmission system provider; (c) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and (d) any such conditions or changes made to these transmission systems may disrupt communications from the monitoring system. Without notice from you, Petrone and/or Petrone Related Parties may not be aware of the existence of any such problem.

YOU UNDERSTAND THAT PETRONE AND/OR ANY PETRONE RELATED PARTIES, INCLUDING ANY THIRD PARTY MONITORING PROVIDER, WILL NOT RECEIVE SIGNALS FROM THE MONITORING SYSTEM IF YOUR TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY, TRANSMISSIONS ARE INTERRUPTED FOR ANY REASON, OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE MONITORING SYSTEM FROM COMMUNICATING WITH THE MONITORING PROVIDER. YOU UNDERSTAND THAT NO FORM OF MONITORING IS ERROR-FREE AND THAT NEITHER PETRONE NOR PETRONE RELATED PARTIES IS RESPONSIBLE FOR ANY INTERRUPTION OF SERVICES DUE TO FAULTY EQUIPMENT, FAULTY TRANSMISSION SYSTEMS, POWER OUTAGES, OTHER INTERRUPTIONS IN TRANSMISSION SERVICES, TRANSMISSION SYSTEMS THAT HAVE BEEN TAMPERED WITH OR ANY DAMAGE OR DESTRUCTION TO PETRONE'S EQUIPMENT OR FACILITIES. NEITHER PETRONE NOR PETRONE RELATED PARTIES IS REQUIRED TO SUPPLY MONITORING SERVICE TO YOU WHILE ANY SUCH INTERRUPTION CONTINUES.

Without limiting the generality of this Section 5, you understand that the Services include a backup wireless transmission for alarm signals. YOU ACKNOWLEDGE THAT IN ADDITION TO THE POTENTIAL TRANSMISSION ISSUES DESCRIBED ABOVE, THE TRANSMISSION OF SIGNALS BY MEANS OF WIRELESS COMMUNICATIONS MAY BE AFFECTED BY RADIO FREQUENCY SIGNAL STRENGTH

AND CHANNEL AVAILABILITY AT YOUR PREMISES, AS WELL AS OTHER ISSUES UNIQUE TO WIRELESS SERVICES. You also acknowledge that the use of certain wireless services may be restricted or prohibited in or around particular environments, including, for example, airports, aircraft, hospitals and war zones. You agree to comply with all such restrictions.

In addition, the Services may include certain remote viewing and access features and functionality. The ability for those features and functionality to work with the monitoring system and Services will be dependent upon a variety of factors outside the control of Petrone, including, but not limited to, faulty equipment, faulty transmission systems, limitations inherent in wireless services, power outages, and other factors. Petrone shall endeavor to ensure that such features and functionality interoperate with the monitoring system and Services, but shall not be liable in the event they fail to do so.

6. **Customer Obligations.** Customer warrants that it has the authority to give Petrone access to the Premises to install and operate the monitoring system. Customer is not aware of any hazardous conditions on the Premises. Customer shall comply with all terms of this Agreement, including but not limited to Payment Terms in accordance with Section 7 of this Agreement.

YOU ARE RESPONSIBLE FOR TESTING THE MONITORING SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY STORM, POWER OUTAGE, TRANSMISSION SYSTEM OUTAGE, OR ANY CHANGE TO ANY TRANSMISSION SYSTEM, IN ORDER TO VERIFY THE CONTINUED FUNCTIONING OF THE MONITORING SYSTEM. YOU ACKNOWLEDGE THAT YOU HAVE BEEN SHOWN HOW TO TEST THE MONITORING SYSTEM BY PETRONE. YOU WILL IMMEDIATELY NOTIFY PETRONE OF ANY PROBLEMS WITH THE MONITORING SYSTEM.

Customer shall respond promptly to any reasonable requests from Petrone for instructions, information, or approvals required by Petrone to provide the Services, and shall have the duty to update such information when necessary. Failure to provide and maintain accurate information is a breach of this Agreement. You agree to notify Petrone immediately of any changes of ownership or occupancy of the Premises. Your obligations continue even if you sell or leave the Premises. Customer shall comply with every provision in Section 5 regarding notification to Petrone of any issues with the monitoring system or Services. Customer agrees to prevent false alarms and assume responsibility for them. If the monitoring system generates excessive false alarms, you will be in breach of this Agreement and Petrone may terminate monitoring services and recover damages from you. If a false alarm fine or penalty is charged to Petrone, you agree to pay for the charges. If Petrone notifies you of a malfunction, you will disconnect the monitoring system until Petrone can repair it. Customer shall not tamper or interfere with the monitoring system, nor permit others to do so. You agree that, to the extent permitted by applicable law, Petrone can record and use all communications with anyone at the Premises in the normal course of Petrone's business. You agree that Petrone can make program changes to Petrone's proprietary data located in the transmitting device.

Petrone has and shall maintain throughout the Term the authority to act as your exclusive agent for all purposes under this Agreement, including, without limitation, communicating with Petrone Related Parties; receiving notifications of alarm signals on your behalf; initiating, adding, changing, suspending and cancelling the Services; investigating and resolving all issues, actual or potential, related to your monitoring system and maintaining your account data.

7. **Payment Terms.** In consideration of the provision of the Services by Petrone and the rights granted to Customer under this Agreement, Customer shall pay the following fees and costs on a \_\_\_\_\_ basis during the Term: \_\_\_\_\_

Unless otherwise provided in the applicable Invoice, said fee will be payable within seven (7) days of receipt by the Customer of an invoice. All late payments shall bear interest at the lesser of the rate of one and a half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Petrone for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Petrone does not waive by the exercise of any rights hereunder), Petrone shall be entitled to suspend the

provision of any Services if the Customer fails to pay any amounts when due hereunder without notice thereof (or by email). Notwithstanding anything to the contrary in this Agreement, Petrone may terminate this Agreement on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for seven (7) days after the due date; or (b) more than three (3) times in any three (3) month period.

8. **Changes to Service.** Subject to applicable law, Petrone has the right to change its Services, equipment and rates or charges, at any time with or without notice. Petrone also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability and customer equipment requirements. Notice of a change may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law.

9. **Limited Warranty.** Petrone warrants that it shall perform the Services: (a) in accordance with the terms and subject to the conditions set out in the respective Invoice(s) and this Agreement; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar products and services.

Petrone's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the limited warranty in this Section 9 shall be as follows:

a. Petrone shall use reasonable commercial efforts to promptly cure any such breach; provided that if Petrone cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 3.

b. In the event the Agreement is terminated pursuant to Section 9(a) above, Petrone shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination, less a deduction equal to the amounts owed for Services up to and including the date of termination.

c. The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after completion of the Services by Petrone.

PETRONE MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 9. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. PETRONE MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PETRONE BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DEFECT RELATING TO THE PRODUCTS INSTALLED OR FOR ANY ISSUES WITH THE SERVICES OUTSIDE OF PETRONE'S CONTROL. ANY PRODUCTS INSTALLED BY PETRONE SHALL BE COVERED BY THE APPLICABLE WARRANTY TO THAT SPECIFIC PRODUCT FROM THE MANUFACTURER OR PROVIDER OF THAT PRODUCT. PETRONE DOES NOT PROMISE THAT THE MONITORING SYSTEM OR THE SERVICES CANNOT BE COMPROMISED OR THAT THEY WILL ALWAYS PROVIDE THE INTENDED SIGNALING, MONITORING OR OTHER SERVICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

10. **Insurance.** You are responsible for obtaining any and all insurance coverage necessary to protect your residence, business, belongings, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE BASED ON THE COST OF THE SERVICES NOT THE VALUE OF THE PROPERTY OR PREMISES. You hereby release Petrone and Petrone Related Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the monitoring system is designed to reduce, but not eliminate, certain risks. Petrone does not guarantee that the monitoring system will prevent

personal injury, unauthorized entrances, or fire and smoke damage to the Premises. Petrone and Petrone Related Parties assume no liability for such risks.

**11. LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE THAT NEITHER PETRONE NOR ANY OF THE PETRONE RELATED PARTIES IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE MONITORING SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO PETRONE UNDER THIS AGREEMENT. PETRONE EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF PETRONE OR ANY OF THE PETRONE RELATED PARTIES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE MONITORING SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE PURSUANT TO THIS AGREEMENT.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF PETRONE OR PETRONE RELATED PARTIES, WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

**12. Indemnification of Petrone.** This Agreement is intended only for Customer's benefit. Therefore, Customer agrees to protect/indemnify, hold harmless, defend and release Petrone and Petrone Related Parties from liability and shall reimburse Petrone and Petrone Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by Petrone or Petrone Related Parties in connection with any claims, suits, judgments and causes of action which relate to the monitoring system or the Services Petrone provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability. Your duty to protect/indemnify Petrone, however, does not apply to claims based on injuries to third parties or to their property that occur while Petrone's employees were on the Premises and which were caused solely and directly by those employees. IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO PETRONE OR PETRONE RELATED PARTIES FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST PETRONE OR ANY PETRONE RELATED PARTY,

INCLUDING ANY RIGHTS OF SUBROGATION.

13. **Survival.** The rights and obligations of the parties set forth in Sections 2, 3, 7, 9, 11, 12, 15, 18, 20, 23, 24, 26, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

14. **Entire Agreement.** This Agreement, including and together with any related Invoices, exhibits, schedules, attachments, and appendices, constitutes the sole and entire Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Invoice(s), the terms and conditions of this Agreement shall supersede and control.

15. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other at the address set forth below their signature. Except as otherwise provided in this Agreement, a Notice is effective only on receipt by the receiving party.

16. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. **Amendments.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. Any additional Invoices shall amend this Agreement so long as both Parties have agreed to the expanded scope of the Services based on the new Invoice.

18. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Petrone. Any purported assignment or delegation in violation of this Section 19 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Petrone may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent.

20. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

21. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

22. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. **Law, Jurisdiction, and Venue.** This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida. Jurisdiction and venue shall be in Palm Beach County, Florida.

24. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES,

ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

26. **Force Majeure.** Petrone shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Petrone including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Customer shall be entitled to give notice in writing to Petrone to terminate this Agreement.

*[Signatures to appear on the following page.]*

This **Alarm Installation & Monitoring Agreement** has been **executed and agreed to by:**

**CUSTOMER**

**PETRONE TECHNOLOGY GROUP INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Address for Notice:  
\_\_\_\_\_  
\_\_\_\_\_

Address for Notice:  
13873 Wellington Trace B3  
Wellington, FL 33414