

## Standard Terms and Conditions

### EN-TOUCH SYSTEMS, INC.

This Agreement is by and between En-Touch Systems, Inc., a Delaware corporation, by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder, (collectively “En-Touch” or “the Company”) and \_\_\_\_\_ (“Customer”), a \_\_\_\_\_ corporation and is effective upon execution by both the Customer and En-Touch (“Effective date”). Customer and En-Touch may be referred to individually as a “Party” or collectively as the “Parties”. En-Touch will remain responsible for the performance of its subsidiaries and this Agreement, which own and operate the communications infrastructure.

En-Touch is the owner and operator of communications infrastructure, certain support systems and operational systems that deliver entertainment services, broadband, Internet access, security systems and alarm monitoring, telecommunications, and related services (“Services”) in the general area of Houston, Texas. Equipment, cable and software installed throughout the En-Touch network remains the property of En-Touch, including such network equipment as is installed on the customer premise. Customer may not relocate, modify or replace any components of the network and is responsible for damages to En-Touch equipment by the Customer or Customers’ user community through willful destruction or neglect.

**Service Order:** Customer may submit service orders to En-Touch to purchase Services under this Agreement. When fully executed by both Parties, the Service Orders and these Standard Terms and Conditions form the final written agreement between the Parties (“Agreement”) with the exception that telecommunications services offered through En-Touch’s tariff filed with the Texas Public Utilities Commission shall be governed by the terms and conditions of that tariff. The Agreement can only be amended or modified in a written document that is signed by both Parties. All Services are offered subject to availability and En-Touch has the right not to accept a Service Order submitted by the Customer. If a Service Order has been accepted by the Company, En-Touch will provide Services for the term agreed to in such Service Order and renewal periods (Service Term”).

**Term:** The term (“Term”) of this Agreement is twelve (12) months commencing on the Effective Date. The Term will automatically renew for successive twelve (12) month periods unless terminated by either Party upon written notice delivered in accordance with “Notices” section below at least thirty days prior to expiration of the existing Term. This Agreement may not be terminated until all Service Terms have expired and been terminated according to provisions below. Upon expiration of a Service Term for Services provided in connection with a particular Service Order, the Service Term will automatically renew for successive twelve (12) month terms unless terminated by either Party upon written notice delivered in accordance with “Notices”, below.

**Cancellation, Modification or Expedition of Orders:** “Cancellation”, “Modification” or “Expedite Charges” will be applied by En-Touch when appropriate for the type of Service requested and the extent of job implementation by En-Touch.

**Cancellation:** Customer may cancel a Service Order (s) if the request is received in writing by En-Touch prior to the planned installation date and En-Touch shall have the right to assess a Cancellation Charge per the applicable Service Order. If the Service Order cancellation is received after the installation date for the Service Order, the full Termination Liability as set forth below will be applied.

**Modification:** Customer may request in writing the modification of any Service Order. Such request shall result in a Modification Charge per the applicable Service Order. If

En-Touch receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition the Modification Charge, the monthly recurring charge (“MRC”) applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. En-Touch reserves the right to limit the number of requests to delay the planned installation date.

**Expedite:** Customer may request an expedited installation date. If En-Touch accepts the expedited installation date, Customer must pay an Expedite Charge per the applicable Service Order.

**Third Party Charges:** In addition to the charges from En-Touch associated with any change to an existing Service Order, En-Touch will pass through to the Customer any charges from a third party whose services have been contracted by En-Touch for the purpose of supporting execution of the Customer Service Order.

**Equipment Access:** En-Touch will likely require access to Customer’s premises to install and maintain the services specified on the Service Order. Customer must provide En-Touch with a contact and/or help desk number that can be reached 24 hours per day/7days per week if required. Customer also must provide reasonable access, right and /or rights of way from third parties, space, power and environmental conditioning as may be required for the proper installation and performance of the En-Touch network at the Customer’s location.

**Installation and Maintenance:** En-Touch will notify Customer when the Service has been successfully installed and is available for Customer’s use (Service Date). Unless Customer notifies En-Touch by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer notifies En-Touch Service is not operational, then the Service Date will occur when the Service is operational. En-Touch monitors its network 24 hours a day, 7 days a week. Scheduled maintenance occurs between the hours of 12:01 AM and 6:00 AM any day of the week unless customer requests an exception in writing and makes it part of the service order agreement. En-Touch will endeavor to provide notice to the customer within 24 hours of a scheduled maintenance window. Emergency Maintenance will be performed as required by prevailing local conditions. Customer notification may or may not occur prior to the maintenance activity.

**Billing:** Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice. En-Touch may require a deposit prior to the provision of any new Service. En-Touch also may require a deposit as a condition to its obligation to continue to provide Services if the Customer has failed to timely pay for Service on two occasions during any six month period.

**Taxes:** Taxes mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax. Taxes will be invoiced as a line item charge separate from the MRC for the Services. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, customer will be solely responsible for the payment of the Taxes and penalties incurred. If Customer claims exemption from any taxes, Customer must provide En-Touch with an exemption certificate.

**Disputed Charges:** Customer may dispute charges invoiced by En-Touch by calling customer service-billing department. Customers must pay the undisputed portion of the bill to maintain account integrity and avoid late fees and penalties. All disputes must be submitted to En-Touch within 90 days of the invoice date on the disputed invoice. Once disputed invoices are resolved, favorable balances to En-Touch are required to be paid within 5 business days of the date of resolution.

**Government Regulation:** This agreement is subject to federal, state and local laws governing the provision of Services hereunder. To the extent that any provision provided in this agreement is in conflict with such laws, either now or at a future date, this agreement will be superseded by the prevailing law.

**Indemnification:** Each Party shall indemnify, defend and hold harmless the other Party for all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of the Indemnitor. Customer shall indemnify, defend and hold En-Touch harmless from all losses or damages arising from Customer's violation of third party intellectual property rights, all claims of any kind by Customer's end users, or any act or omission of Customer associated with any Service.

**Limitation of Liability:** Neither Party is liable to the other from indirect, consequential, special, incidental or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose.

**Termination of this Agreement by En-Touch:** En-Touch may disconnect all Services associated with a delinquent account upon ten (10) days written notice for Customers failure to pay amounts due under this Agreement which remain uncured at the end of the notice periods; or upon thirty (30) days written notice for (i) Customer breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing other Services which remains uncured at the end of the notice period; (ii) Customers insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and /or trustee. En-Touch may terminate or suspend Services without notice if: (i) necessary to protect En-Touch network; (ii) there is reasonable evidence of Customer's illegal improper or unauthorized use of Services; or (iii) required by legal or regulatory authority. Termination of services shall not relieve Customer of any liabilities incurred prior to discontinuance of service.

**Severability:** If any provision hereunder is declared or held invalid, illegal or unenforceable, the is Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portion of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties original intent.

**Confidentiality:** Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes This Agreement, Service Orders, all pricing information and any other information that is marked confidential or bears a marking of like import. Confidential information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know or to consultants or subcontractors or the receiving Party who agree to be bound by this Section.

**Service Outage Credits:** Credits for Service Outages (defined as a complete loss of capability for a Service caused by En-Touch's network) will be calculated as follows: Monthly Recurring Charge for Service divided by the number of days in the month in which the Service Outage occurred, times the duration of the Service Outage expressed in days (or fraction thereof). Credits issued during any calendar month will not exceed the MRC associated with the affected Service that experienced the Service Outage(s). In order to obtain Service Outage Credit, Customer must report outage and obtain a trouble ticket from En-Touch for tracking purposes. For purposes of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to En-Touch and ends when the Service is restored. Outages caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance are not applicable for Service Outage Credit.

**Termination Liability:** Customer may terminate this agreement and any Service Order(s) associated with this agreement upon thirty (30) days prior written notice without incurring termination liability for En-Touch (i) breach of any material provision of this agreement which remains uncured at the end of the notice period. If Customer terminates this Agreement or any Service Order associated with this Agreement for any reason other than material breach of the provisions of this Agreement, then the full Monthly Recurring Revenues for the remaining term of the agreement shall become due and payable.

**Assignment:** Neither party may assign its rights or obligations under this Agreement or any Order without the prior written consent of the other party which will not be unreasonably withheld; except for assignments to a wholly owned subsidiary or affiliate held under common control with such assignor, in which case no prior consent is required. Notwithstanding the foregoing, either party may, with written notice, assign its rights and obligations hereunder (a) to any present or future subsidiary, parent or affiliate; (b) pursuant to the sale or transfer of substantially all of the business of Customer; or (c) pursuant to the sale or transfer of the assets or operations of En-Touch used to provide the Services; or (d) pursuant to any financing, merger, or reorganization provided the intended assignee (i) has the financial ability to comply with the obligations of this Agreement, and (ii) agrees to be bound in writing with the terms and conditions of this Agreement.

**Entire Agreement:** This Agreement together with the Service Order(s) an applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations and negotiations between the Parties.

**Force Majeure:** Either Party shall be excused from performance if an ability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts cause by a third Party, adverse weather conditions, labor strikes and governmental action (Force Majeure")

En-Touch Systems: \_\_\_\_\_  
Name and Title Date

Customer: \_\_\_\_\_  
Name and Title Date