

# Monthly Services Agreement

**1. AGREEMENT SUMMARY:** Client agrees to purchase services on a monthly basis. The monthly charge shall accrue from the time the client receives the hardware and last until the client requests termination. Erdman Video Systems, Inc. cannot be held liable for any interruptions of the provided services, but will give a best effort to keep services functional at all times.

**2. PAYMENT ON FILE:** Client hereby certifies that the credit or debit card supplied for payment is their own account or that they are fully authorised to provide this account to Erdman Video Systems Inc. as payment for the service. Client understands that Erdman Video Systems, Inc may retain this card as payment for future charges based on the service terms set forth in this agreement. If at any time the card becomes expired or cancelled, client shall provide a new card or account at Erdman Video Systems, Inc. request. Client will be notified if their credit or debit card fails to authorize for any reason, and that Erdman Video Systems, Inc. has the right to terminate their services should they fail to provide them with a new and valid credit card number within a reasonable time and no later than 14 days from the last payment collection date.

**3. PAYMENT AFTER INITIAL TERM:** The client understands that, should they elect to continue services longer than the initial invoice, they will accrue monthly service costs based on that invoice. Erdman Video Systems, Inc. reserves the right to charge these additional and subsequent months to the credit card on file or to bill monthly or quarterly by invoice. Erdman Video Systems, Inc. has the responsibility to notify the client of the end of the initial service period in a manner that is understood by the client. Erdman Video Systems, Inc. will also make a best effort to notify the client before making any charges to the client's credit card on file if one exists. Erdman Video Systems, Inc. reserves the right to withhold charging the client for months that the camera is inoperable or inactive for whatever reason if services are not requested to be discontinued.

**4. TERMINATION FOR NON-PAYMENT:** The client understands that any equipment they have purchased may become inoperable with Erdman Video Systems, Inc. servers and may be disconnected from the wireless delivery services should the client fail to pay for whatever reason. They also understand that Erdman Video Systems, Inc. shall be in no way liable for any damages caused by the terminations of such services. Erdman Video Systems reserves the right to terminate services at any time for any account in delinquency. This may include the removal of pictures, deletion of web portal, and disconnection of camera cellular connection.

**5. CLIENT TERMINATION:** The client understands that if they wish to cancel this monthly service charge with Erdman Video Systems, Inc. they can do so at any time after the initial term by phone, by email or by letter:

Address:

Erdman Video Systems, Inc.  
8895 SW 129th Street  
Miami, FL 33176

Toll-free Telephone Number  
1-888-495-6057

**6. SERVICE TERM:** The service will start on the date the item is received by the client and will end when the service is disconnected per the guidelines in clause 5(CLIENT TERMINATION).

**7. SERVICE PAYMENTS:** Client agrees to pay to Erdman Video Systems, Inc. for services rendered for each month the system is active according to clause 6(SERVICE TERM).

**8. LATE CHARGES:** Client's account is considered delinquent should payment not be received for any balance due after 30 days. If any amount under this agreement is late and payment cannot be recovered by PAYMENT ON FILE, client agrees to owe Erdman Video Systems, Inc. a late fee. This late fee is 10% of the balance due and will accrue on a monthly basis.

**9. USE OF SERVICE:** Client agrees that they are satisfied with the instruction given by Erdman Video Systems, Inc. in the proper manner of using the services or that you are familiar and told Erdman Video Systems, Inc. that you were. Client further agrees that the services will be used for the purpose for which the service was intended.

**10. LIMITS OF SERVICE:** Client agrees that there are limits to the service which Erdman Video Systems, Inc. can provide. Wireless Delivery Service provided by Erdman Video Systems, Inc. has a "soft limit" of monthly aggregate data usage. The level of usage is delineated in the estimate or invoice provided with the initial agreement. If the "soft limit" is not explicitly stated in the estimate or invoice, it will be defaulted to 5GB. Should the camera exceed this monthly aggregate limit Erdman Video Systems, Inc. reserves the right to charge additional monthly fees for exceeding the "soft limit". Monthly web hosting service is also limited by the amount of server storage and amount of server bandwidth. Erdman Video Systems, Inc. reserves the right to take actions to protect its server storage space and bandwidth from any excessive use by the client including adding fees to the monthly charges.

**11. NO WARRANTY ON SERVICE:** Erdman Video Systems, Inc. makes no warranties, express or implied, including without limitation, any implied warranty of merchantability of fitness for a particular purpose to the client in connection with its use of the service. In no event shall Erdman Video Systems, Inc. be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that service interruptions will occur from time to time and agrees to hold Erdman Video Systems, Inc. harmless for all such interruptions.

**12. COLLECTION COST:** Client agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collection of any charges under this service agreement or otherwise in enforcing the terms of this contract. Any such litigation will be performed in the state of Florida.

**13. MODIFICATION OF CONTRACT:** This represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Erdman Video Systems, Inc. rights may be changed except in writing signed by an officer of Erdman Video Systems, Inc. and notarized by a licensed notary.

**14. AGREEMENT TO TERMS:** By accepting delivery of the Erdman Video Systems products and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY (i) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH ERDMAN VIDEO SYSTEMS, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (ii) UNLESS OTHER ERDMAN VIDEO SYSTEMS STANDARD TERMS APPLY TO THE TRANSACTION.