



CONNECT 24 SERVICES (United States)

SCHEDULE 2

SMS Command and Control Services

This Service Schedule 2 ("**Schedule**") to the Master Reseller Agreement ("**Agreement**") between Connect 24 Wireless Communications, Inc. ("**Connect 24**") and Reseller specified below ("**Reseller**") is effective on the date which Connect 24 signs the Schedule. The Services provided by Connect 24 to Reseller shall be governed by the terms of the Agreement, which are incorporated herein by reference. In the event of any conflict between the terms of this Schedule and the Agreement, the terms of this Schedule shall control with respect to the Services covered by this Schedule. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

1. SMS Command and Control Services.

Provides the user the ability to command basic controls of their security system from any SMS capable cellular phone. Simple customizable messages can be sent to the alarm system that can arm, disarm, bypass zones, and request system status.

NOTE: This service requires the availability of the Connect 24 Cellular Transmission Service (or successor service) in order to function. Cancellation of the Cellular Transmission Service will automatically cancel the SMS Command and Control service.

2. Service Fees.

SMS Command and Control Services are available at a monthly fee of \$2.00 per account, which fee includes 20 user-generated commands per account per month. Connect 24 reserves the right to charge the Reseller for any overage charges incurred by Connect 24 as a result of any SMS usage in excess of the foregoing monthly per user limit. End Users will also be charged by their carrier for SMS messages sent or received using the SMS Command and Control Services in accordance with the End User's particular wireless plan, and Reseller shall communicate this fact to their End Users in their End User documentation.

3. Additional Provisions.

a. **Billing**

- All account activations for a given month will be invoiced at the end of that month. Billing is automatic upon activation. (i.e.: Each new account will be invoiced at \$5.00 + (monthly rate)).
- Payments are to be submitted by check made payable to "CONNECT 24" and sent to the following address, as such address may be changed by Connect 24 upon written notice thereof to Reseller:

Connect 24 Wireless Communications, Inc.
C/O Tyco Safety Products Canada Ltd., O/A Connect 24
95 Bridgeland Avenue
North York, Ontario M6A 1Y7, Canada
Attention: Administrative Services

- All amounts are in US Dollars.

b. **Cancellation of End User Accounts**

- All accounts must be terminated in writing to CONNECT 24 or via the Connect 24 website.
- Any End User account cancelled within a month will be subject to the full monthly fee for the month of such cancellation. No refunds or pro rating of the monthly fee will be made by Connect 24 for cancelled accounts.
- If an account is cancelled, prior to the receipt of payment, all monies for services already provided (months used, in whole or in part) is immediately due.
- If Connect 24 Cellular Transmission Service is cancelled for an account, SMS Command and Control Services will be simultaneously cancelled.



- c. **ADDITIONAL LIMITATION OF LIABILITY.** RESELLER ACKNOWLEDGES AND AGREES THAT, WITH RESPECT TO ANY SERVICES RELATING TO CONNECT 24'S SMS COMMAND AND CONTROL OFFERING, SMS MESSAGES GENERATED BY AN END USER FROM A MOBILE DEVICE MAY NOT BE RECEIVED BY A CARRIER, OR RECEIPT THEREOF MAY BE DELAYED, DUE TO TECHNICAL LIMITATIONS IN SMS MESSAGING SERVICES OFFERED BY SUCH CARRIER RESULTING IN A DELAY OR FAILURE IN THE PROCESSING AND IMPLEMENTATION OF ANY COMMANDS CONTAINED IN SUCH SMS MESSAGES. NEITHER CONNECT 24 NOR ANY CARRIER WILL BE LIABLE TO RESELLER, ANY DEALER OR ANY END USER FOR ANY SMS MESSAGES SENT BY OR TO AN END USER IN CONNECTION WITH THE SERVICES THAT ARE DELAYED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELAY OR NON-DELIVERY, INCLUDING, WITHOUT LIMITATION, MESSAGE PROCESSING OR TRANSMISSION ERRORS. NEITHER CONNECT 24 NOR ANY CARRIER MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE SMS COMMAND AND CONTROL SERVICES OR THAT THEY WILL BE ERROR-FREE, UNINTERRUPTED, AND FREE FROM UNAUTHORIZED ACCESS OR THAT ALL SMS MESSAGES WILL BE DELIVERED. RESELLER ALSO ACKNOWLEDGES THAT, IN ADDITION TO ANY FEES CHARGED BY RESELLER FOR THE SMS COMMAND AND CONTROL SERVICE, END USERS WILL BE CHARGED BY THEIR CARRIER IN ACCORDANCE WITH THE END USER'S PARTICULAR WIRELESS PLAN FOR ANY SMS MESSAGES SENT OR RECEIVED USING THE SMS COMMAND AND CONTROL SERVICES.

4. Signatures

The Parties have executed this Schedule 2 by their duly authorized representatives.

CONNECT 24 WIRELESS COMMUNICATIONS, INC.

THE SCHOOL BOARD OF SARASOTA COUNTY

Signature

Signature

Name

Name

Title

Title

Date

Date