

LIMITED LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY

Red Lion Controls and Monico Monitoring, Inc., (collectively, "Seller") sell and deliver this product to you, the Customer, subject to this Limited License, Limited Warranty and Limitation of Liability ("License and Warranty"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE PRODUCT. By using this product you agree that the provisions of this Warranty supersede any other agreement between you and Seller. If you do not agree to the terms of this License and Warranty, you must return the product to Monico Monitoring, Inc., before using it, for a full refund.

What License is Granted?

Seller grants to you a non-exclusive right to use the MonicoView™ Software ("Software") distributed without additional charge with this product. The Software and any accompanying written materials are protected by U.S. Copyright laws. Unauthorized copying of the Software, is expressly forbidden. You may make one (1) copy of the Software solely for back-up purposes. You cannot transfer this license or sell the Software. You cannot decompile, reverse engineer, modify or alter the Software.

What is Covered by the Warranty and for How Long?

Seller warrants this product (but not the Software) solely against any defects in materials and workmanship. This warranty is for a period limited to two years from the date of shipment. Seller's liability under this limited warranty shall extend only to the repair or replacement of a defective product, at Seller's option. If Seller elects to replace any defective or malfunctioning part, Seller will do so at no charge. You must pay any charges to return the product to us.

What is Not Covered?

Any problem that is caused, to any extent, by any abuse, misuse, normal wear and tear, act of God, or any cause beyond Seller's control is not covered by this limited warranty. ALSO, NEITHER YOU NOR TO ANYONE CLAIMING THROUGH YOU NOR ANY THIRD PARTIES, ARE COVERED FOR, AND SELLER IS NOT LIABLE FOR, ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, COVER, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR INCREASED COSTS OR EXPENSES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY ACT, ERROR, OMISSION, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCT LIABILITY, OR OTHERWISE OF SELLER, OR OF ITS EMPLOYEES OR SUBCONTRACTORS.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE. The Software is provided "AS IS." SELLER SPECIFICALLY DISCLAIMS ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY FOR THE PRODUCT.

If you transmit commands or controlling information from this product to any other equipment or electronically write to any other equipment from this product, you assume all liability related to or concerning such action and any consequence of such action.

What is the Limitation of Seller's Liability?

SELLER'S LIABILITY IN ANY EVENT IS LIMITED TO THE PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCT AND THE RECOVERY OF AN AMOUNT UP TO THE PURCHASE PRICE IS THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED DAMAGE, INCLUDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. THIS LICENSE AND WARRANTY EXPRESSES THE ENTIRE LIABILITY OF AND OBLIGATIONS OF SELLER.

How Do You Get Service?

In order to be eligible for service under this warranty you MUST have fully paid for the product and, if something goes wrong, you must return the product to Monico Monitoring, Inc., at the address below, at your expense and postage prepaid, with a brief written description of the problem.

What is Your Indemnity of Seller?

You agree to hold Seller (including Seller's officers, directors, shareholders, agents and employees) harmless from, defend, and indemnify Seller against damages, claims, and expenses (including attorney's fees) arising out of the use of the product or related to the product, including any damage or claim based upon personal injuries, deaths, property damage, lost profits, and other matters which you, your employees, or sub-contractors are or may be to any extent liable, including without limitation penalties imposed by the Consumer Product Safety Act (P.L. 92-573) and liability imposed upon any person pursuant to the Magnuson-Moss Warranty Act (P.L. 93-673), as now in effect or as amended hereafter.

What Other Provisions Apply?

YOU AGREE AND UNDERSTAND THAT THE PRICE STATED FOR ANY PRODUCT INCLUDES CONSIDERATION IN LIMITING SELLER'S WARRANTIES AND LIABILITIES AND YOUR INDEMNITY OF SELLER. THE WARRANTIES HERE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO ORAL INFORMATION FROM ANYONE CREATES A WARRANTY. NO OTHER WRITTEN DOCUMENT SHALL CREATE A WARRANTY OR INCREASE THE LIABILITY OF SELLER. Seller disclaims all liability for any affirmation, promise or representation with

respect to the product. You acknowledge the disclaimers and limitations contained herein and rely on no other warranties or affirmations.

The warranty herein is not transferable unless the transferee assumes all of your obligations herein. A transfer will not release you from any of your obligations, including the indemnity herein.

If any provision of this License and Warranty is invalid, illegal or unenforceable, then the remainder of this License and Warranty shall not be affected.

In some circumstances, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. It is, however, your intent and the intent of Seller, to the maximum extent permitted by law, to limit damages recoverable from Seller and limit the liability of Seller.

This License and Warranty is performable, in whole or in part, in Houston, Harris County, Texas. By your use of the product, you agree (1) that this License and Warranty and any dispute related to the provisions or subject matter of this License and Warranty shall be governed by the laws of the State of Texas (regardless of the laws that might otherwise govern under Texas conflicts of law statutes or laws) as to all matters; (2) that all disputes and controversies arising out of or in connection with this License and Warranty shall be resolved exclusively by courts of competent jurisdiction in Harris County, Texas, USA; and (3) that you submit to the jurisdiction thereof and that jurisdiction and venue shall lie exclusively therewith to the exclusion of all others.

Monico Monitoring, Inc.
18530 Klein Church Road
Spring, TX 77379

WARNING

BEFORE USING THIS PRODUCT, YOU MUST READ AND ACCEPT THE ENCLOSED LIMITED LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THE TERMS OF THE LIMITED LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY, YOU MUST NOT USE THE PRODUCT AND YOU MUST RETURN THE PRODUCT TO MONICO MONITORING, INC., AT THE ADDRESS INSIDE FOR A FULL REFUND. YOU MAY REVIEW THE TERMS OF THE LIMITED LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY BY VISITING OUR WEBSITE AT www.monicoinc.com.