

Monitoring Service Agreement

This Monitoring Service Agreement (the "Agreement") is entered into between TankSentinel, LLC, an Illinois limited liability company ("Servicer") and the subscriber whose name and corporate information (if applicable) is set forth in the execution block at the end of this Agreement (the "Subscriber"). Subject to the terms and conditions of this Agreement, Servicer shall provide, and Subscriber shall pay for, cellular radio telecommunication data services (the "Monitoring Service") to be used in conjunction with the installed cellular monitoring transmission system that is supplied by Servicer ("Monitoring System").

1. **Availability.** The Monitoring Service is strictly controlled by, and subject to, all applicable laws, rules, regulations and tariffs which may have been enacted by or filed with Local, state or federal agencies from time to time. The Monitoring Service may be temporarily refused, interrupted, curtailed or limited (collectively "Service Disruption") without notice because of: (i) atmospheric, terrain, other natural or artificial conditions; (ii) usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities; (iii) changes in technology; (iv) failures caused by any of Servicer's underlying wireless service carriers (each, a "Carrier"), a third party, Servicer's network providers or other Internet provider; (v) the termination of any agreement between Servicer and any Carrier; or (vi) other conditions outside Servicer's control.

2. **Monitoring Systems.** The Monitoring Systems described on **Exhibit A** attached hereto and incorporated herewith will be supplied to Subscriber for Subscriber's use during the term of this Agreement. Neither Servicer nor Carrier shall be liable for the failure or incompatibility of the Monitoring Systems.

3. **Term and Termination.** The term of this Agreement will commence on the date that each Monitoring System is activated and shall continue for an initial term of 24 months, with automatic renewal for additional 24 month periods if not canceled in writing by either party, thirty (30) days prior to the end of the then-current term. Orders for activating, changing or terminating the Service will only be accepted by Servicer upon receipt of written notice from Subscriber by fax, e-mail, Servicer Web site, or by Monitoring System's Online portal. This Agreement may be assigned by Servicer.

4. **Rates.** Servicer shall charge Subscriber fees for the Service at the rates outlined on **Exhibit A**. Servicer reserves the right to modify its rates and methods of computing charges for Service upon thirty (30) days written notification; provided however that Subscriber shall have the right to terminate the Agreement and all its obligations hereunder, by providing written notice thereof within thirty (30) days after receipt of such change notice from Servicer and after paying any charges due.

5. **Billing and Payment.** Servicer will supply Subscriber with a monthly bill in advance for the Service on the Monitoring System. Payments, including any disputed amounts, are delinquent if not received by Servicer by the due date shown on the quarterly invoice. In the event of delinquency, Servicer may in accordance with applicable tariffs (if any), charge Subscriber interest at the rate of 1.5% percent per month, or the maximum rate permitted by applicable law or tariff. Servicer may suspend or terminate the Service on accounts that remain unpaid thirty (30) days beyond the due date. If an account is disconnected for nonpayment, a fee of \$10 per Monitoring System unit will be charged as a reconnection fee. Servicer has the right to turn unpaid balances over to a collection agency for debt collection and Subscriber will be responsible for any collection costs and attorney fees incurred as a result of collection efforts. Servicer may subject to the terms of any applicable tariffs (if any), charge Subscriber a returned check fee (up to the maximum amount permitted by law) for any check returned for insufficient funds. Subscriber must provide Servicer with written notice of any disputed charges within thirty (30) days after the invoice date. Servicer will make a good faith effort to resolve all disputes in accordance with Servicer's procedures or applicable tariffs (if any).

7. **Force Majeure.** Other than with respect to failure to make payments due under this Agreement, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, flood, water, the elements, acts of God,

third party labor disputes, utility curtailments, cable cuts, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, or changes in law or regulation.

8. **LIMITATION OF LIABILITY.** Subscriber acknowledges and agrees that the limitations set forth in this Section are integral to the amount of fees levied in connection with this Agreement, and that, were Servicer to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. To the maximum extent permitted by law, Servicer's maximum aggregate liability to Subscriber for any claim related to, or in connection with, this Agreement shall in no event exceed the amount of the quarterly service fee paid by Subscriber to Servicer for the Service during the month in which the claim first arose, whether: (i) such action is for breach of contract, warranty, negligence, strict liability in tort or otherwise or (ii) Servicer or Carrier are alleged to be jointly and severally liable with one or more parties. Carrier shall have no legal, equitable or other liability of any kind to Subscriber. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICER OR CARRIER SHALL NOT HAVE ANY LIABILITY TO THE SUBSCRIBER WHATSOEVER FOR, OR BE LIABLE FOR COSTS OR DAMAGES (AS HEREINAFTER DEFINED) FOR, SERVICE DISRUPTION RESULTING FROM: (I) OUTAGES OF 24 HOURS OR LESS; (II) FORCE MAJEURE EVENTS SET FORTH IN SECTION 7; (III) THOSE EVENTS DESCRIBED IN SECTION 1 OF THIS AGREEMENT; (IV) THE INABILITY OF SUBSCRIBER TO USE THE SERVICE OUTSIDE TERRITORY AGREED UPON BY SERVICER AND THE CARRIER; OR (V) THE SERVICE BEING SUSPENDED OR TERMINATED FOR NONPAYMENT. Subscriber further acknowledges and agrees that Servicer and the Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service. "Damages" shall include, but not be limited to, indirect, incidental, consequential, punitive, or special damages of any kind including, but not limited to, lost profit, lost revenue or loss of business suffered by Subscriber, even if Servicer is informed in advance of the possibility of any such costs or damages.

9. **Indemnity.** Subscriber will indemnify, defend and hold Servicer and Carrier, and each of their affiliates, officers, employees and agents, harmless from and against all claims, causes of action, losses, expenses, liability, damages, costs (including reasonable attorneys fees) for, without limitation, any personal injury or death, arising in any way directly or indirectly in connection with this Agreement and any claim arising from any third party's use of the Services or the Monitoring System, Subscriber's combination of the Services or Monitoring System with other products or Services not provided by Servicer, Subscriber's modification of the Services or Monitoring System or Subscriber's failure to use or inability to use any number assigned to Subscriber, if any. Servicer shall give Subscriber prompt notice of claims and shall cooperate in defending against the claim. Subscriber shall conduct the defense and shall have control of the litigation, provided that Subscriber will not enter into any settlement that would require Servicer to pay damages, admit liability or take any other action against Servicer's interest without first obtaining Servicer's written approval.

10. **SERVICER'S CARRIERS.** SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE PROVIDED BY SERVICER HEREUNDER IS BASED UPON DIGITAL GSM CELLULAR MANAGED SERVICE AND OTHER COMMUNICATIONS MANAGED SERVICES FURNISHED TO SERVICER BY CARRIER AND SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH CARRIER AND IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SERVICER AND CARRIER. SUBJECT TO FCC NUMBER PORTABILITY RULES, SUBSCRIBER HAS NO RIGHT IN ANY NUMBER ASSIGNED TO IT, IF ANY, AND ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

11. **NO THIRD PARTY BENEFICIARIES.** THIS AGREEMENT INURES TO THE BENEFIT OF SERVICER, CARRIER AND SUBSCRIBER ONLY. NO THIRD PARTY SHALL HAVE ANY RIGHTS HEREUNDER.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

ACCEPTANCE BY SUBSCRIBER

Print Name _____
Title _____
Company _____
Signature _____
Date _____

ACCEPTANCE BY SERVICER – TankSentinel, LLC

By its Manager, Fox Oil Technologies, LLC

By: Michael VanFossan, Manager

Exhibit A
to Monitoring Service Agreement

Description of Monitoring System:

Description of Applicable Fee(s):