

SmartLink™ Authorization for Site Administration

This SmartLink™ Authorization for Site Administration Agreement (“the Agreement”) is between the customer accepting this Agreement as provided below (“Customer”) and Telsco Industries, Inc., d.b.a. Weathermatic, a Texas corporation, whose principal business address is 3301 W. Kingsley Road, Garland, Texas 75041 (“Weathermatic”).

Acceptance of this Agreement

By signifying acceptance of this Agreement either by signature or electronically, i.e., by clicking “Accept Agreement” or the equivalent when prompted, the customer accepts the terms of this Agreement. The Customer acknowledges having the authority to agree to such terms as a representative of their company. The Customer acknowledges having read, understood, accept, and agree to be bound by all terms and conditions of this Agreement.

No Liability

Weathermatic will not be liable for any loss, cost or damage resulting from untimely watering, that is caused, either directly or indirectly, or is associated with using the SmartLink™ service under this administrative access.

Weathermatic will not be liable for any loss or degradation of the Customer’s turf, sod, plants, bushes, trees, other foliage and enjoyment, nor will Weathermatic be liable for damages or loss of landscape, damage to irrigation controller, irrigation equipment, or for excess watering, damage from any action or inaction by any person, including, but not limited to, the Customer, a current or former agent of the Customer or any other person, this includes but is not limited to the, unauthorized, inadvertent, improper, accidental, unintended, erroneous, negligent, malicious, entry of data, reprogramming of controllers by any person, or any other consequence, that is caused, either directly or indirectly, or is associated with using the SmartLink™ equipment and service package.

The terms of the SmartLink Authorization for Site Administration agreement are in addition to the SmartLink Network Customer Agreement, which is agreed upon using the SmartLink Service.

Choice of Laws

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The Customer and Weathermatic each hereby submits to the jurisdiction of the state and federal courts in the State of Texas and agrees that the venue of any action or proceeding may be in Dallas County, Texas and waives any claim that such venue is an inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

Contact Information

| Company Name | | |
|--------------|--|-----|
| | | |
| Name | | |
| | | |
| Address | | |
| | | |
| City | State | Zip |
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| Phone | SmartLink User Account (Email Address) | |
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Requested Sites

The Customer requests Administrative access to the following SmartLink Sites, which allows the user to Manage Site Users, Controllers and Delete the Site.

| Site Name | Site Number (If Known) |
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Signature

IN WITNESS WHEREOF, Customer has authorized this agreement as of the Date of signature below.

Signature:

Name (Print):

Title:

Date: