

"Client":	Bell Tower Park Property Owners Association, Inc.	Date:	September 15, 2016	CDD: <input type="checkbox"/> Yes
		Commencement Date:	January 1, 2017	
"Community":	Bell Tower Park Property Owners Association, Inc.	Contract #:	1158	<input checked="" type="checkbox"/> No
Description of gate ("Gates") locations, to be referred to as "Premises":		Main Entrance at Bell Tower Park Blvd. & S Tamiami Trail, Ft. Myers, FL 33912		

THIS REMOTE MONITORING SERVICE AGREEMENT ("Agreement") is entered into as of the Contract Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

1. MONITORING SERVICES TO BE FURNISHED. Envera will furnish the following services ("Services") to the Community for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:

- (a) off-site monitoring and control of Client's Gates ("Monitoring Services"); and
- (b) assisting the Community with updating the database of owners, residents, and authorized guests thereof ("Database Services"); and
- (c) installation and maintenance of, and repairs to, the Comprehensive Monitoring System located at the Gates during the term of this Agreement ("Repair and Maintenance Services").

References in this Agreement to the "Comprehensive Monitoring System" shall include the Envera Kiosk System™ and related equipment as described on Exhibit "A" attached hereto; and

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Service Level Agreement ("SLA") attached hereto as Exhibit "B". The SLA includes a Schedule of Services, which shall be completed by Client upon execution of this Agreement. The Schedule of Services includes a field in which the Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. No services will be considered added unless and until both parties have initialed a revised Exhibit "B". Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for failure of any of such transmission failures. Envera assumes no liability for delays in the installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method utilized by the Comprehensive Monitoring System. The Services do not include provision of utilities for the Comprehensive Monitoring System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity for operation of the Comprehensive Monitoring System. The Client shall provide a hard-lined primary internet service connection with a static IP address and a minimum of 5Mbps upload/download speed, and a secondary hard-lined internet connection with a static IP address and at least 3 Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider for the provision of a secondary line. The Client understands that the performance of a wireless SIM connection is of variable quality, and is dependent upon a number of factors including signal strength and distance to the nearest cellular tower. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2. TERM.

(a) Following execution of this agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Comprehensive Monitoring System. Envera shall notify Client when installation is nearing completion, and within five (5) days of such notification, Client shall provide to Envera the information set forth in paragraph 10 below. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Comprehensive Monitoring System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information set forth in paragraph 10 below, as provided hereunder, the Commencement Date shall be the date on which Envera provides notice to

Client that the Comprehensive Monitoring System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.

- (b) The Services to be furnished by Envera will be for a primary period (the "Primary Period") of sixty (60) months commencing on the Commencement Date.
- (c) After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3. TERMINATION.

- (a) Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
- (b) Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- (c) Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.
- (d) Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4. COMPENSATION.

- (a) The Client agrees to pay Envera the following fees, which are set forth in the Schedule of Fees attached hereto as Exhibit "C" (collectively the "Service Rates"):
 - (i) The Monitoring and Database Services Rates. The parties agree that the Monitoring and Database Service rates that are currently identified on Exhibit "C" are based on the Client's representation that the number of homes listed are a true representation of existing homes in the Community that will be registered with Envera. If a greater number of homes is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit C, with such increase to take place in the month following the registration.
 - (ii) The Service & Maintenance Plan Rates.
 - (iii) The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Repair or Maintenance Service to the Comprehensive Monitoring System.
 - (iv) Client acknowledges that the rates set forth on Exhibit "C" do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Comprehensive Monitoring System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
 - (v) The Installation Fee.
- (b) Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any unscheduled Monitoring Services or Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. A two percent (2%) discount will be received by Client if Client pays by automated check handling ("ACH") on a monthly basis. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- (c) Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect. Except in cases in which an increase in Monitoring and Database Service rates occurs as a result of an increase in the number of homes, as described in paragraph 4(a)(i), increases in the Monitoring Service rate shall not exceed three percent (3%) over the corresponding rate charged for the previous year..
- (d) Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- (e) The Monitoring Service rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Comprehensive Monitoring System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Comprehensive Monitoring System. Client shall receive a prorated

credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Comprehensive Monitoring System is not functioning and ending when Envera has repaired or serviced the Comprehensive Monitoring System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Comprehensive Monitoring System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Comprehensive Monitoring System that does not result in a suspension of the Monitoring Services.

5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- (a) Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above and further described in this Agreement and Exhibits attached hereto. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Comprehensive Monitoring System, as such obligations are set forth in this Agreement.
- (b) Envera is not the manufacturer of the Comprehensive Monitoring System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Comprehensive Monitoring System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this agreement to the contrary, where Client purchases a Comprehensive Monitoring System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5(b).
- (c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide standard maintenance and repair services without additional charge to Client. For the purposes of this agreement, "standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Comprehensive Monitoring System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is "standard" or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5(d) below.
- (d) Repairs to or replacement of the Comprehensive Monitoring System or its components rendered necessary by any of the following events shall not be considered "standard" and related costs shall be the responsibility of Client at the Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.
- (e) EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5(b) HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPREHENSIVE MONITORING SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE COMPREHENSIVE MONITORING SYSTEM.
- (f) It is understood and agreed by the parties hereto that Envera is providing a Comprehensive Monitoring System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Comprehensive Monitoring System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Comprehensive Monitoring System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Comprehensive Monitoring System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing,

signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Comprehensive Monitoring System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Comprehensive Monitoring System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.

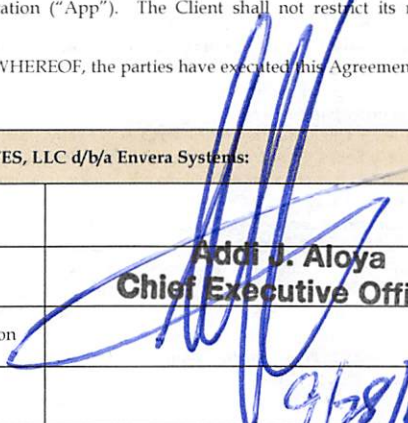
- 6. INSTALLATION. Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Comprehensive Monitoring System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Comprehensive Monitoring System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
- 7. EQUIPMENT. Client acknowledges that the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. Ownership of the rest of the components of the Comprehensive Monitoring System is set forth in Exhibits "A" and "C". If any other components of the Comprehensive Monitoring System are purchased by the Client, then Envera will retain a security interest in such equipment until the full purchase price has been paid. If Envera chooses to obtain a backup internet connection to serve the Comprehensive Monitoring System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection.
- 8. SYSTEM CHECKS. Client agrees to perform system checks as instructed by Envera to ascertain if the Comprehensive Monitoring System is properly functioning. If Client shall discover a defect in the Comprehensive Monitoring System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
- 9. VIDEO FOOTAGE. Envera agrees to make archived video footage from the Comprehensive Monitoring System reasonably available to Client, which footage is typically retained by the digital video recorder for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.
- 10. INFORMATION. Client agrees, upon signing this Agreement, to supply ENVERA with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
 - (a) A complete electronic list of names, mailing addresses and phone numbers of property owners and homeowner/condominium association members for the purpose of notifying the residents of the Community's decision to contract with Envera. The notification will provide simple instructions regarding the use of Envera, a PIN Code for use by each residential unit and a questionnaire regarding the residents' wishes for permanent and temporary guests, allowed service personnel and rental/renter information.
 - (b) Client's written instructions for admittance of Client's employees, vendors and service personnel through the Gates. These instructions should include, as applicable, contracted service vendors (e.g., landscape maintenance), purveyors and employees, resort guests and instructions regarding sport activity reservations.
 - (c) A list of renters in the Community and the dates of their lease commencements and expirations. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.

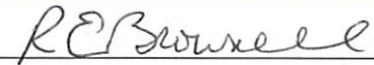
- (d) Contact information for the appropriate law enforcement and emergency service agencies servicing the Community.
11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
- (a) **Default by Client.** Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 13 below.
- (b) **Default by Envera.** Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 13 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
13. **DAMAGES.**
- (a) **NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- (b) In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a) above, Client shall pay to Envera fifty percent (50%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees.
- (c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4(a)(i) above. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.
14. **INDEMNIFICATION.**
- (a) To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, damages or losses asserted by third parties (the "Claims") and that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Comprehensive Monitoring System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- (b) Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
15. **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.
16. **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail to the parties set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein.
17. **LIVE GUARD SERVICES.** Client may retain the services of a third party to provide live guard monitoring of Client's Gates during hours when Envera is not providing Monitoring Services. In such event, Client shall provide Envera of written notice of any such live guard services at least thirty (30) days prior to the commencement thereof, including contact information for the live guard and the hours during which the live guard will provide its services. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Comprehensive Monitoring System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.
18. ~~(Envera) (Client) (Parties shall initial this provision if it applies.)~~ **PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's corporation. Further, a copy of any notice required under this Agreement shall also be sent to the contact information set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference and Client shall notify Envera of any change to such information.
19. ~~(Envera) (Client) (Parties shall initial this provision if it applies.)~~ **COMMUNITY DEVELOPMENT DISTRICT.** The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes. Exhibit "E" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.
20. **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
21. **MISCELLANEOUS.**
- (a) In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals.
- (b) This Agreement will be construed and enforced in accordance with Florida law.
- (c) This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- (d) If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
- (f) The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- (g) If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
- (h) Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.

- (i) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
- (j) The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the

MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Contract Date set forth on the first page hereof.

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	Addi J. Aloya Chief Executive Officer
Title / Position	
Date	9/28/16

CLIENT:	
Signature	
Print Name	R E Brownell
Title / Position	President POA
Date	9/23/16

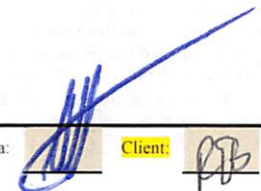



EXHIBIT "A" - DESCRIPTION OF COMPREHENSIVE MONITORING SYSTEM AND RELATED EQUIPMENT

The Comprehensive Monitoring System consists of a self-contained gate monitoring system that incorporates two way voice and remote video capability.

Related Equipment (components to be listed below):

Virtual Gate Guard System with Driver's License Scanner at Main Entrance

1	Envera Kiosk System™ Megapixel with Driver's License Scanner (Envera Owned)		Additional Equipment Included on Contract # 339
-1	Envera Kiosk System Standard (Envera Owned)	1	Netgear ProSafe Plus Switch, 8-Port Gigabit Ethernet with PoE
3	Outdoor Bullet Camera - 3MP	1	8 channel CCTV power supply (rack mount)
1	Indoor Dome Camera - 3MP	1	Surge Protection for DL Scanner
2	License Plate Camera - MP	6	Surge Protection for IP/PoE Video Power and Data
1	Misc Parts & Fittings	420	Wire
1	Equipment Rack - 41" (Floor)		Labor

Access Control System at Main Entrance

1	XT-3 Reader	1	eMerge Micronode
1	Universal Mount Kit	1	PoE Injector
1	Multi-Purpose Cable	1	PVC Box for Surge Protection
1	Misc Parts & Fittings	2	Surge Protector for Access Reader
1	12' Post	2	Grounding Group
1	Post Cap 4x4	50	Bore
13	Trenching & Backfilling	1	Bore Setup
15	Conduit	35	Wire
	Labor		

Access Control Credentials

1,000	UHF Headlamp Credential		

The Envera Kiosk System™ shall remain the sole property of Envera and any and all compensation paid pursuant to this Agreement is solely for the use, and not ownership, thereof, during the Primary Period and any Renewal Period. The ownership of the remaining components of the Comprehensive Monitoring System, as listed above, is set forth in Exhibit "C" below. It is understood and agreed that upon termination, Envera may remove the Envera Kiosk System™ and any of its other property using reasonable care, without obligation to repair or redecorate any portion of the Client's Premises or Envera may abandon, in whole or in part, such property. Envera's removal of its property shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. The Client agrees to permit Envera reasonable access to the Premises to remove all equipment.

EXHIBIT "B" – ENVERA'S SERVICE LEVEL COMMITMENT TO CLIENT AGREEMENT

1. Envera will provide an efficient and reliable gated entrance monitoring service that is staffed 24 hours a day, 365 days a year using trained and Class D licensed operators responsible for using commercially reasonable efforts in greeting guests, maintaining traffic flow and verifying that visitors are on an approved visitor list, subject to any post orders by Client, and to the Comprehensive Monitoring System and Client's Gates functioning under normal operating conditions.
2. Envera will answer, at minimum, 85% of the kiosk calls within 30 seconds.
3. Envera will employ redundant systems and power backup for the central monitoring station at all times.
4. Envera will employ upgrades that may be available to the gate monitoring software.
5. Envera will employ software for monitoring the kiosk and related Internet based systems for connectivity and continuity.
6. Envera will provide Client, as part of the service agreement, administrative software for managing each community's visitor and resident database.
7. Envera will provide Client as part of the service agreement web access to all residents within each community for managing their permanent and temporary guests.
8. Envera will maintain a Voice Mail system for guest registry.
9. Envera will make available a designated implementation team to provide training and assistance as needed during the implementation of the Comprehensive Monitoring System.

All of the above shall be included in the standard rates set forth in the Monitoring and Database Service Rates.

Envera Video Retrieval Guidelines

To request a video retrieval from Envera Systems, please follow the guidelines below:

- Please use the 'Request for Video Retrieval' form to request a video retrieval and email all requests to customerservice@enverasystems.com.
- The turnaround time for a video request is within two business days of the request receipt. If an onsite video pull is required, the turnaround time may take a few days longer.
- Envera will search for the requested video for 1 hour at no charge. Any additional time spent attempting to locate and pull the video will be charged at \$50.00 per hour.
- Envera will make the video available for viewing or download on the secure FTP site. To burn a video to CD there is a processing fee of \$25.00 per copy requested.
- Envera will provide video in the native format of your DVR. If you request the video in a different format Envera will charge \$50.00 per hour for converting the file format.
- Please use the 'Request for Video Retrieval' form to request a video retrieval.



EXHIBIT "B" PAGE 2 - SCHEDULE OF SERVICES

Customer Information:

Client Name:	Bell Tower Park Property Owners Association, Inc.	CSID #:	
Bill Company:	c/o Cardinal Management Group of South Florida	Account #:	
Bill Address:	5237 Summerlin Commons Blvd., Ft. Myers, FL 33907 E 5100 Bell Tower Park Blvd. onsite Mgmt. office, Fort Myers, FL. 33912		

Emergency Contact List / Email Notifications (List in Order):

Name:	CAM, Property Mgr. every weekend	Phone #:	cell: 239-404-5886	Email:	g.krause@cmgflorida.com
Name:	Bell Tower Park Office - business hrs.	Phone #:	office: 239-454-4605	Email:	C.Condon@cmgflorida.com
Name:	John Davenport (Director at Large, POA)	Phone #:	Home: 239-313-5404	Email:	 johndavenport52@hotmail.com

Gate Break Repair Contacts:

Company:	Bell Tower Park POA Assoc., Inc.	Contact:	CAM Manager onsite
Instructions:	Email office (2) email upon all service Repair Needs	Phone #:	off: 239-454-4605
Company:		Contact:	
Instructions:		Phone #:	
Company:		Contact:	
Instructions:		Phone #:	

Gate Open / Close Times:

MAIN ENTRANCE					
	Open Time	Close Time		Open Time	Close Time
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Tuesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Wednesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Thursday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM

Post Orders / Changes:

-
-
-

Please submit updated Schedule of Services to updates@enverasystems.com. All updates will be processed within 2 business days.

FOR INTERNAL USE:	Sales Rep:	Tom Swain	Received:	Entered:
IP Address Provider:			Phone #:	
Router User Name:			Router Password:	

EXHIBIT "C" - SCHEDULE OF FEES

A. Monitoring & Database Services Rates

Envera Kiosk System™ with Driver's License Scanner	\$ 750.00	x	1	Kiosk(s)	=	\$ 750.00	
24 Hour Monitoring of Virtual Gate Guard System at Main Entrance	\$ 8.00	x	478	Homes*	=	\$ 3,824.00	
Managed Access Control (Included in Contract # <u>1169</u>)	\$ 0.00	x	1		=	\$ 0.00	
* \$8 per month for each addition home as registered with Envera						Monthly Monitoring Rates	\$ 4,574.00

B. Repair & Maintenance Services

SERVICE & MAINTENANCE PLAN RATES

Monthly rate for standard services described in paragraphs 1 and 5 of the Agreement.	\$ 292.00
<input checked="" type="checkbox"/> ACCEPT MONTHLY PROGRAM	<input type="checkbox"/> DECLINE MONTHLY PROGRAM - STANDARD RATES APPLY

REPAIR & MAINTENANCE STANDARD RATES

	TRIP CHARGE	HOURLY RATE
Standard Service (8:00 a.m. - 5:00 p.m., exclusive of Saturdays, Sundays, and holidays)	\$ 42.00	\$ 85.00
Emergency Service (Outside of Regular Business Hours Listed Above)	\$ 42.00	\$ 120.00

C. Installation Fee

Virtual Gate Guard System at Main Entrance	\$ 12,393.08	x	1	=	\$ 12,393.08
Access Control System for Resident Vehicles at Main Entrance	\$ 7,932.02	x	1	=	\$ 7,932.02
Access Control Credentials (Headlamp Stickers)	\$ 15.00	x	1,000.00	=	\$ 15,000.00
Client acknowledges that it is purchasing certain components of the Comprehensive Monitoring System as outlined in Exhibit "A" of this Agreement, but that all compensation paid pursuant to this Agreement is solely for the use, but not ownership of the Envera Kiosk System™ and that the Envera Kiosk System™ shall remain the sole property of Envera	VGG Upgrade Discount				\$ (12,393.08)
Total Installation					\$ 22,932.02

D. Pre-Payment Deposit

Deposit due prior to installation will be equal to the first two month's monitoring and 50% of installation costs.

Monthly Monitoring & Database Services	\$ 4,574.00	x	1	=	\$ 4,574.00	
Monthly Repair & Maintenance Services	\$ 292.00	x	1	=	\$ 292.00	
					6% Sales Tax	\$ 291.96
Total Monthly Compensation					\$ 5,157.96	
Total Due for Pre-Payment Deposit	\$ 5,157.96	x	0	=	\$ 0.00	
Total Due for Installation Deposit	\$ 22,932.02	x	50%	=	\$ 11,466.01	
Total Deposit Due					\$ 11,466.01	

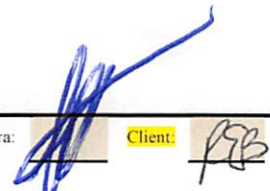


EXHIBIT "D" - NOTICES & ADDRESSES

All Notices will be sent to:

ENVERA:	Envera Systems				
Address:	4171 W. Hillsboro Blvd., Ste. 2				
City:	Coconut Creek	State:	FL	Zip:	33073
E-mail:	info@enverasystems.com	Fax:	(561) 910-5869		

WITH A COPY TO:

Company:	Adams and Reese – Attn: Laura S Bauman, Esq.				
Address:	1515 Ringling Blvd, Suite 700				
City:	Sarasota	State:	FL	Zip:	34236
E-mail:	Laura.Bauman@arlaw.com	Fax:	(941) 316-7922		

CLIENT:

Bell Tower Park Property Owners Association, Inc.

Address:

5100 Bell Tower Park Blvd., Mgmt. office.

City:

Fort Myers

State:

FL

Zip:

33912

E-mail:

~~g.krause@cmgflorida.com (Mgt)~~
c.wendon@cmgflorida.com (Admin)

Fax:

239-433-0821 (Routed via Cardinal Corp. Naples.)

WITH A COPY TO:


Company:					
Address:					
City:		State:		Zip:	
E-mail:		Fax:			

Property Management Company:

Company:	Cardinal Management Group of Florida				
Address:	4670 Cardinal Way, Ste. 302				
City:	Naples	State:	FL	Zip:	34112
Telephone:	239-774-0723	Fax:			
E-mail:	b.schinke@cmg-florida.com				

INDIVIDUAL(S) AUTHORIZED TO REPRESENT CLIENT FOR THE PURPOSES OF THIS AGREEMENT:

Gina Krause



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