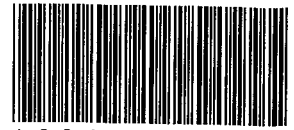




**COMMERCIAL SCHEDULE OF PROTECTION  
PROPOSAL AND SALES AGREEMENT**



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Branch:	0866	Sales Representative:	Alan Roberts	Today's Date:	4/12/2018
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**Customer Information**

Business Name:	REEDLEY COMMUNITY CENTER	Phone:	(559)637-4203
Address:	100 N EAST AVE REEDLEY, CA 93654	Billing Address:	100 N EAST AVE REEDLEY, CA 93654

**Financial Summary**

**Total Equipment and Installation Charge: \$0.00**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$0.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

**Recurring Service Charges: \$154.63 per month**

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any Protection One Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

**Licenses and Permit Charge: \$0.00**

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

**Site Location Information**

Location Name:	REEDLEY COMMUNITY CENTER				
Address:	100 N EAST AVE				
	REEDLEY, CA 93654	Phone:	(559)637-4203	Cell:	
Site #	400087023				

**System Design Information**

System Design Name:	CCTV COMMUNITY CENTER	Job #:	
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**Transaction Type**

P1 Owned

**Warranty Period**

12 Months

**Extended Service Plan**

Included In Rate

**Services**

**CCTV COMMUNITY CENTER**

Extended Service Plan

Extended Service Plan

**Equipment List**

Quantity	Material Code	Description
1	DS-7316HQHI-SH-4TB	DVR 16Ch Hd/ Ana/ Ip 4Sata 4TB
8	DS-2CE56F7T-VPIT3	Outdoor IR Dome Turbo HD 3.0 HDTVI 3M 3.6mm Lens

Equipment & Installation	\$0.00
Monthly Fee	\$154.63

**Scope Of Work**

ADT/PROTECTION 1 WILL: NOTE: The camera system replaces older analog system like for like. Place cameras and new NVR in exact places of old system.

REPLACE CURRENT OLDER 720P SPEC0 SYSTEM WITH Hikvision system. Cameras will deliver HD 1080p image, Recorder will provide 8 camera capability for now, will also support 8 additional cameras in the future without having to upgrade the recorder.

Recording at 15FPS at 12 hours per day, and motion activated 12 hours per day will allow for 25 Days of storage. At 16 cameras, recording storage will be 12 days unless additional storage is added.

SET UP REMOTE VIEWING ON 2 PHONES

SET UP REMOVE VIEWING ON 2 DESKTOPS

OLD LEASE WAS 160.13 PER MONTH AND NEW LEASE IS INCLUDING EXTENDED SERVICE PLAN. for 60 months.

REPLACING CAMERA FOR CAMERA IN CURRENT LOCATIONS AS WELL AS Recorder IN SAME LOCATION.

CUSTOMER WILL:

PROVIDE ACCESS M-F 8AM TO 5PM FOR INSTALLATION AND MAINTENANCE

PROVIDE 120V POWER FOR PROPER OPERATION OF SYSTEM

PROVIDE IT SUPPORT FOR REMOTE APPLICATIONS

CLARIFICATIONS:

ANY CHANGES TO THIS AGREEMENT CAN RESULT IN ADDITIONAL CHARGES.

Data retrieval failed for the subreport, 'subSCL\_strip\_rtf\_8\_2', located at: /SalesCentral/subSCL\_strip\_rtf\_8. Please check the log files for more information

**Master Terms And Conditions**

**1. Premises.** Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from Protection One, a division of ADT, LLC, ("Protection One," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.

**2. Charges.** In consideration of the Equipment and Services we provide hereunder, you agree to pay Protection One the

Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. **OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW.** If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. **YOU AGREE NOT TO SEND PROTECTION ONE PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: PROTECTION ONE, ATTENTION: EXECUTIVE CUSTOMER RELATIONS, 800 E. WATERMAN, WICHITA, KS 67202**

**3. Term. The initial term of this Agreement shall be for Sixty (60) months (the "Initial Term").** The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

**4. Increases in Charges.** We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.

**5. Additional Charges.** Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

**6. Installation and Sale. (A)** We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. Protection One shall not be responsible for securing any Premises during the period of installation. **(B)** Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: **(i) Outright Sale.** If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all

equipment associated with AlarmNet®) shall be retained by Protection One or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. **(ii) Protection One Owned Equipment.** We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. **(iii) Third Party Financed Sale.** If you have elected to finance the purchase of some or all of the Equipment with a third party lender or leasing company, then title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you to pay the lender/lessor regardless of Protection One's performance hereunder. Protection One makes no recommendations on lending or leasing sources and is not responsible for your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and Protection One hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. **(iv) Conversion of Existing Equipment.** If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. **(C) Risk of Loss.** Protection One is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

**7. Termination of Services; Default.** **(A)** We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. **(B)** In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. **(C)** Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.

**8. Representations and Warranties.** You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.

**9. We Are Not an Insurer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: **(A)** WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; **(B)** IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; **(C)** OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE

NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDINGS BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

**10. Indemnity; Limitation of Liability.**

(a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Protection One, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of Protection One, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of Protection One for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.

(b) Limitation of Liability for Alarm Failure Events. **NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO \$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY PROTECTION ONE'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.**

(c) Intellectual Property Indemnification. If Protection One has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against Protection One based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then Protection One shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify Protection One in writing, and shall give full authority, information and assistance to Protection One in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, Protection One may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. Protection One shall not have any other liability to you with respect to claims of intellectual property infringement.

(d) Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Survival. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any

,sale by us of your Account.

**11. Hold Harmless.** If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault (and/or the negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**12. Customer Duties.** You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. **LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.**

**13. Services.**

**A. Monitoring Services.** If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

**(i) Telecommunications.** You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

**(ii) Digital Communicator.** If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your



, request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

**(iii) Radio Interface.** If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

**B. Internet Protocol Based Services.** If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

**C. Limited Warranty.** Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

**D. Extended Service Plan.** Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.

**(i) Extended Warranty.** Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.

**E. Cameras/Video.** We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your Protection One account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. Protection One will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that Protection One will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. Protection One does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours: an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.

**F. Radio/Cellular Service.** (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or

primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

**G. Wireless Devices.** You understand that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. Protection One recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. Protection One also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

**H. e-Secure.** If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.

**I. Direct Connect Services.** If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of Protection One. Protection One hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.

**J. Inspections.** We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.

**K. Alarm Verification.** If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.

**L. Device Verification Service.** If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

**M. Vault Protection.** You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by Protection One, and to notify us promptly in the event that such equipment fails to respond to the test.

**N. eSuite.** If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.

**O. eVideo.** If you have subscribed to eVideo services and a compatible video alarm verification service from Protection 1, you will



have access to view alarm incident video via an eVideo tab on your eSuite account page.

**14. Limitations on our Warranty, Extended Service Plan and Service Obligations.** We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. **IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR AND PARTS.** The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond Protection One's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. **OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.**

**15. Delays.** We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of Protection One, and Protection One will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

**16. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to Protection One. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.

**17. Severability.** If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

**18. Arbitration of Disputes.** In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.

**19. Legal Actions.** All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**20. Entire Agreement.** This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.

**21. Execution.** This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means (such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

**22. Alarm.com** If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

**Alarm.com TERMS IMPORTANT -- READ CAREFULLY:** You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("**Dealer**") pursuant to an agreement with the Dealer ("**Dealer Agreement**"). Alarm.com Incorporated, a Delaware corporation ("**Alarm.com**" or "**us**" or "**we**"), has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("**Equipment**") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("**Terms**") and are part of your agreement with the Dealer and **contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment.** By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

**A1.** Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

**A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

**A3.** If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the

receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

**A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.**

**A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.**

**(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.**

**(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.**

**(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.**

**A6. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.**

**A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable**

attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

**A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

**A9.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

**A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

**A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

**A12.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

**LICENSE INFORMATION:** AL Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; **AK** 37950, 5520 Lake Otis Pkwy., Anchorage, AK 99507; **AR** CMPY.0002133, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209, (501) 618-8600; **AZ** ROC 279591; **CA** ACO7155, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO17232; **CT** ELC.0106069-L5; **DC** ECS902743; **FL** EF0001121; **GA** LVA205265, -205326, -205572, -205679, -205939, -205944, -205519 LVU405673, -004349, -406440; **HI** CT-32297; **ID** ELE-SC-2643; **IL** 124001792; **LA** F1639, F1640, F1643, F1654, F1655; **MA** 172C; **MI** 3602207209, 5103397 - 6060 Torrey Rd., Ste. D, Flint, MI 48507; **MN** TS650251; **NC** Alarm Systems Licensing Board, 4901 Glenwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-5320; 7535P2, 7561P2, 7562P10, 7563P7, 7565P1, 7566P9, 7564P4; **NM** 374838; **NV** 0077105; **NJ** Electrical Contractor Lic. #'s 34FA00140500, 34BA00179000 - 200 East Park, Ste. 200, Mt. Laurel, NJ 08054; **NY** 12000305615, Licensed by NYS Dept. of State; **OH** 50-18-0018, 50-25-0023, 50-29-0003, 50-31-0014, 50-48-0008, 50-50-0005, 50-76-0006, 50-89-0016, 53-89-1726; **OK** 1995; **OR** 196560; **PA** Pennsylvania Home Improvement Contractor Registration Number: PA090797; **RI** 35683; **TN** ACC-1688, -1689, -1690, -1691, -1692, -1693, -1694, -1695, -1696; **TX** B17944 -1817 W. Braker Ln. Ste. 400, Austin 78758 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; **UT** 8289653; **VA** 11-7345, 11-7348, 11-7351, 11-7354, 11-7598, 11-7900, 11-8205, 11-8353, 11-8447 2705147728 Class B Contractor Classification ESC; **WA** ADTLLL881DO, 11824 N Creek Pkwy #105, Bothell, WA 98011; **WI** 1210943; **WV** 049758. **MS 15019511**

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

## Signatures

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

**1. Approximate Installation Starting Date: 5/3/2018 12:00:00 AM Approximate Installation Completion Date: 5/4/2018 12:00:00 AM**

**2. Starting installation of wiring and/or delivery of equipment to your Premises will constitute substantial commencement of the work to be performed.**

**3. Upon completion of the installation, we will thoroughly instruct you in the proper use of your system.**

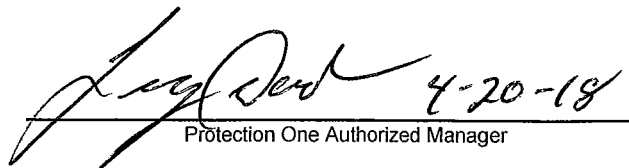
ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon Protection One unless and until either signed by an Authorized Manager of Protection One, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by Protection One's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.
- I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by Protection One.
- I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").



Customer Signature



Protection One Authorized Manager







**COMMERCIAL SCHEDULE OF PROTECTION  
PROPOSAL AND SALES AGREEMENT**



\* 8 9 0 1 6 8 3 2 5 \*

Branch:	0866	Sales Representative:	Alan Roberts	Today's Date:	4/19/2018
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**Customer Information**

Business Name:	REEDLEY MUNICIPLE AIRPORT	Phone:	(559)637-4204
Address:	4557 S FRANKWOOD AVE REEDLEY, CA 93654	Billing Address:	4557 S FRANKWOOD AVE REEDLEY, CA 93654

**Financial Summary**

**Total Equipment and Installation Charge: \$0.00**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$0.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

**Recurring Service Charges: \$67.07 per month**

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any Protection One Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

**Licenses and Permit Charge: \$0.00**

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

**Site Location Information**

Location Name:	REEDLEY MUNICIPAL AIRPORT					
Address:	4557 S FRANKWOOD AVE					
	REEDLEY, CA 93654		Phone:	(559)859-0374	Cell:	
Site #	400140963					

**System Design Information**

System Design Name:	NEW CCTV REEDLEY MUNICIPAL AIRPORT	Job #:	
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**Transaction Type**

P1 Owned

**Warranty Period**

90 Days

**Extended Service Plan**

Included In Rate

**Services**

**NEW CCTV REEDLEY MUNICIPAL AIRPORT**

Extended Service Plan

Extended Service Plan

**Equipment List**

Quantity	Material Code	Description
1	DS-7108NI-E1/V/W	NVR 8 Channel WIFI HDMI 1TB
4	DS-2CE56D1T-VPIR3	1080P turbo Dome 3.6mm IR IP66
		Equipment & Installation \$0.00
		Monthly Fee \$67.07

**Scope Of Work**

ADT/PROTECTION 1 WILL: Note: Cameras are to replace existing system in exact same locations as old cameras and DVR.

REPLACE EXISTING ANALOG CAMERA SYSTEM WITH NEW DIGITAL 1080P CAMERAS AND 2TB Recorder

Recording at 15FPS at 12 hours per day, and motion activated 12 hours per day will allow for 25 Days of storage.

INSTALLER NOTE: REPLACE CAMERAS IN EXACT SAME LOCATION AS OLD CAMERAS.

SET UP REMOTE VIEW ON 2 PHONES

SET UP REMOTE VIEW ON 2 DESKTOPS

INSTRUCT CUSTOMER ON USE

SET UP RECORDER IN EXACT SAME LOCATION

ADT/Protection 1 Will Install The Following:

One (1) Hikvision 4 Channel Recorder with 2TB Storage

Four (4) Hikvision Cameras 1080P HD Cameras With 3.6m lens, IR Illumination, Day/Night Capability

ADT Will Use Existing Cabling Structure And Power Supply

CUSTOMER WILL PROVIDE:

120V POWER FOR PROPER OPERATION OF SYSTEM

ACCESS M-F 8AM TO 5PM FOR INSTALLATION

IT SUPPORT FOR SET UP OF REMOTE FUNCTIONS

ANY CHANGES TO THIS AGREEMENT CAN RESULT IN ADDITIONAL CHARGES

#### Master Terms And Conditions

**1. Premises.** Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from Protection One, a division of ADT, LLC, ("Protection One," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.

**2. Charges.** In consideration of the Equipment and Services we provide hereunder, you agree to pay Protection One the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. **OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW.** If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. **YOU AGREE NOT TO SEND PROTECTION ONE PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS,**

**INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: PROTECTION ONE, ATTENTION: EXECUTIVE CUSTOMER RELATIONS, 800 E. WATERMAN, WICHITA, KS 67202**

**3. Term.** The initial term of this Agreement shall be for **Sixty (60) months (the "Initial Term")**. The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

**4. Increases in Charges.** We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.

**5. Additional Charges.** Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

**6. Installation and Sale. (A)** We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. Protection One shall not be responsible for securing any Premises during the period of installation. **(B)** Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: **(i) Outright Sale.** If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by Protection One or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. **(ii) Protection One Owned Equipment.** We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. **(iii) Third Party Financed Sale.** If you have elected to finance the purchase of some or all of the Equipment with a third party lender or leasing company, then title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you to pay the lender/lessor regardless of Protection One's performance hereunder. Protection One makes no recommendations on lending or leasing sources and is not responsible for your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and Protection One hereby

disclaims any and all liability in connection with your arrangements with your lender/lessor. **(iv) Conversion of Existing Equipment.** If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. **(C) Risk of Loss.** Protection One is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

**7. Termination of Services; Default.** **(A)** We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. **(B)** In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. **(C)** Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.

**8. Representations and Warranties.** You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.

**9. We Are Not an Insurer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: **(A)** WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; **(B)** IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; **(C)** OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND **(D)** THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: **(I)** YOU AGREE THAT THE LIMITS ON OUR LIABILITY AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; **(II)** YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND **(III)** EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDINGS BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

## **10. Indemnity; Limitation of Liability.**

(a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Protection One, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of Protection One, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of Protection One for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.

(b) Limitation of Liability for Alarm Failure Events. **NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO \$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY PROTECTION ONE'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.**

(c) Intellectual Property Indemnification. If Protection One has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against Protection One based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then Protection One shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify Protection One in writing, and shall give full authority, information and assistance to Protection One in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, Protection One may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. Protection One shall not have any other liability to you with respect to claims of intellectual property infringement.

(d) Consequential Damages. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(e) Survival. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**11. Hold Harmless.** If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault (and/or the negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**12. Customer Duties.** You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the



Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. **LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.**

### **13. Services.**

**A. Monitoring Services.** If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

**(i) Telecommunications.** You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

**(ii) Digital Communicator.** If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

**(iii) Radio Interface.** If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

**B. Internet Protocol Based Services.** If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your

network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

**C. Limited Warranty.** Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

**D. Extended Service Plan.** Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.

**(i) Extended Warranty.** Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.

**E. Cameras/Video.** We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your Protection One account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. Protection One will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that Protection One will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. Protection One does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours: an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.

**F. Radio/Cellular Service.** (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

**G. Wireless Devices.** You understand that all wireless devices, including but not limited to, wireless local area network (WLAN

or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. Protection One recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. Protection One also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

**H. e-Secure.** If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.

**I. Direct Connect Services.** If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of Protection One. Protection One hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.

**J. Inspections.** We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.

**K. Alarm Verification.** If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.

**L. Device Verification Service.** If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

**M. Vault Protection.** You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by Protection One, and to notify us promptly in the event that such equipment fails to respond to the test.

**N. eSuite.** If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.

**O. eVideo.** If you have subscribed to eVideo services and a compatible video alarm verification service from Protection 1, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.

**14. Limitations on our Warranty, Extended Service Plan and Service Obligations.** We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. **IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR AND PARTS.** The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond Protection One's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or

made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. **OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.**

**15. Delays.** We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of Protection One, and Protection One will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

**16. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to Protection One. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.

**17. Severability.** If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

**18. Arbitration of Disputes.** In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.

**19. Legal Actions.** All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**20. Entire Agreement.** This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.

**21. Execution.** This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means (such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this

Agreement, and that it has the right to perform all obligations under this Agreement.

**22. Alarm.com** If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

**Alarm.com TERMS IMPORTANT -- READ CAREFULLY:** You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("**Dealer**") pursuant to an agreement with the Dealer ("**Dealer Agreement**"). Alarm.com Incorporated, a Delaware corporation ("**Alarm.com**" or "**us**" or "**we**"), has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("**Equipment**") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("**Terms**") and are part of your agreement with the Dealer and **contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment.** By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

**A1.** Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

**A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

**A3.** If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

**A4.** THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU



HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

**A5.** (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

**A6.** You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

**A7.** If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

**A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

**A9.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.



**A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

**A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

**A12.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

**LICENSE INFORMATION:** AL Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; **AK** 37950, 5520 Lake Otis Pkwy., Anchorage, AK 99507; **AR** CMPY.0002133, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209, (501) 618-8600; **AZ** ROC 279591; **CA** ACO7155, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO17232; **CT** ELC.0106069-L5; **DC** ECS902743; **FL** EF0001121; **GA** LVA205265, -205326, -205572, -205679, -205939, -205944, -205519 LVU405673, -004349, -406440; **HI** CT-32297; **ID** ELE-SC-2643; **IL** 124001792; **LA** F1639, F1640, F1643, F1654, F1655; **MA** 172C; **MI** 3602207209, 5103397 - 6060 Torrey Rd., Ste. D, Flint, MI 48507; **MN** TS650251; **NC** Alarm Systems Licensing Board, 4901 Glenwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-5320; 7535P2, 7561P2, 7562P10, 7563P7, 7565P1, 7566P9, 7564P4; **NM** 374838; **NV** 0077105; **NJ** Electrical Contractor Lic. #'s 34FA00140500, 34BA00179000 - 200 East Park, Ste. 200, Mt. Laurel, NJ 08054; **NY** 12000305615, Licensed by NYS Dept. of State; **OH** 50-18-0018, 50-25-0023, 50-29-0003, 50-31-0014, 50-48-0008, 50-50-0005, 50-76-0006, 50-89-0016, 53-89-1726; **OK** 1995; **OR** 196560; **PA** Pennsylvania Home Improvement Contractor Registration Number: PA090797; **RI** 35683; **TN** ACC-1688, -1689, -1690, -1691, -1692, -1693, -1694, -1695, -1696; **TX** B17944 -1817 W. Braker Ln. Ste. 400, Austin 78758 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; **UT** 8289653; **VA** 11-7345, 11-7348, 11-7351, 11-7354, 11-7598, 11-7900, 11-8205, 11-8353, 11-8447 2705147728 Class B Contractor Classification ESC; **WA** ADTLL881DO, 11824 N Creek Pkwy #105, Bothell, WA 98011; **WI** 1210943; **WV** 049758. **MS 15019511**

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

**Signatures**

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

**1. Approximate Installation Starting Date: 5/4/2018 12:00:00 AM Approximate Installation Completion Date: 5/5/2018 12:00:00 AM**

**2. Starting installation of wiring and/or delivery of equipment to your Premises will constitute substantial commencement of the work to be performed.**

**3. Upon completion of the installation, we will thoroughly instruct you in the proper use of your system.**

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon Protection One unless and until either signed by an Authorized Manager of Protection One, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by Protection One's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.
- I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by Protection One.
- I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").



Customer Signature



Protection One Authorized Manager



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

**ITEM NO:** \_\_\_\_\_

**DATE:** April 10, 2018

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH PROTECTION 1 TO PROVIDE MONITORING SERVICES AND EQUIPMENT FOR THE REEDLEY COMMUNITY CENTER AND REEDLEY MUNICIPAL AIRPORT.

**SUBMITTED:** Sarah Reid, Community Services Interim Director

**APPROVED:** Nicole R. Zieba, City Manager

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### **RECOMMENDATION**

To approve and authorize the City Manager to sign an agreement with Protection 1 to provide monitoring services and equipment for the Reedley Community Center and Reedley Municipal Airport.

### **EXECUTIVE SUMMARY**

The Reedley Community Center and the Reedley Municipal Airport will receive upgraded digital equipment, including the recorder and cameras.

### **BACKGROUND**

Since 2008, the Community Services Department has used Protection 1 to provide the alarm system at the Reedley Community Center. In 2011, cameras were added to the agreement for monitoring the Reedley Community Center and the Reedley Municipal Airport. As technology has advanced, the current camera system is outdated and needs to be upgraded. The original five year contract from 2011 expired and automatically has renewed each year since the expiration date. Staff would like to enter into a new five year agreement with Protection 1, which includes an upgrade to the camera system with no increase to the monthly fee. Staff has been satisfied with the services provided by Protection 1 and would like to take this opportunity to improve the current system by transitioning into digital equipment.

### **FISCAL IMPACT**

No increase to the monthly fee. These costs have been included in the 2017/18 fiscal budget.

### **ATTACHMENTS**

1. Commercial Schedule of Protection Proposal and Sales Agreement for the Reedley Community Center
2. Commercial Schedule of Protection Proposal and Sales Agreement for the Reedley Municipal Airport

Motion: \_\_\_\_\_

Second: \_\_\_\_\_