

## TERMS & CONDITIONS- Monitoring

WHEREAS, Customer (hereinafter referred to as the "Subscriber" or "Customer") owns an electronic or mechanical system and desires on-going monitoring services from A1 Sprinkler and Systems Integration, LLC. (hereinafter referred to as "A1" or "Company") upon the terms and conditions, and for the price herein specified, at the location provided on the front page, it is agreed as follows:

1. **PAYMENT FOR SERVICE:** Customer agrees to pay A1 the quarterly amount selected on page 1 for on-going services, payable quarterly in advance, commencing on the date of execution of this Agreement, and continuing for the selected term on page 1 of this Agreement. For the initial partial year of service and the 2<sup>nd</sup> full year of service, the quarterly payment will remain as indicated on page 1. Thereafter, A1 may increase the on-going monthly charges for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12-month period and will not exceed 5% per year. Customer agrees to pay the full amount of such increase that does not exceed a 5% increase over the previous 12 months' basic on-going charges. If A1 increases the basic on-going charge by an amount greater than the 5% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase. However, A1 shall be paid in full for services rendered up to that point. Payments shall be invoiced and due in accordance with the terms and conditions set forth. The customer's failure to make payment when due is a material breach of this agreement. If customer fails to make any payment when due, in addition to any other rights and remedies available, company shall have the right, at company's sole discretion, to stop performing any services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees. Customer's failure to make payment when due is a material breach of this agreement until the account is current.
2. **INITIAL TERM, RENEWAL, AND EXPIRATION:** This Agreement shall remain in force for the initial term selected on Page 1, from the date of execution of this Agreement. It shall be automatically renewed for consecutive terms of one year at the then current A1 rate, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.
3. **MODIFICATIONS AND SUBSTITUTIONS:** A1 reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the covered system(s).
4. **CARE OF EQUIPMENT:** Customer agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lighting or electrical surge, except for ordinary wear and tear during the warranty period, in which event repair or replacement shall be made by Company without additional charge
5. **FALSE ALARM FEES/PERMIT FEES/FINES/LICENSES/TAXES/OUTSIDE CHARGES:** A1 shall have no liability for false alarms, false alarm fine, police or fire response, refusal of the police or fire to respond, permit/licensing fees, or other outside charges. In the event of termination of police or fire response by the municipal government this contract shall nevertheless remain in full force and Customer shall remain liable for all payments provided for herein. Should A1 be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement, Customer agrees to pay A1 for such service or material. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges if any.
6. **OSHA COMPLIANCE:** Customer shall indemnify and hold A1 harmless from and against any and all claims, demands, and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of A1.
7. **POLLUTION AND MOLD:** Customer shall indemnify and hold A1 harmless from and against any and all claims, demands, and/or damages arising in whole or in part from pollution or Mold unless said claims, demands or damages are a direct result of causes within the exclusive control of A1.
8. **INTERFERENCES:** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any additional costs incurred by A1 arising out of interferences to A1's work caused by other trades.
9. **HAZARDOUS MATERIALS:** Customer represents that, except to the extent that A1 has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no 1) "Permit confined space," as defined by OSHA, 2) Risk of infectious disease, 3) need for air monitoring, respiratory protection, or other medical risk 4.) Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this agreement. All of the above are hereinafter referred to as "hazardous conditions". A1 shall have the right to rely on the representations listed above. If hazardous conditions are encountered by A1 during the course of A1's work, the discovery of such materials shall constitute an event beyond A1's control and A1 shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by A1. This agreement does not provide for the cost to capture, containment or disposal of any hazardous materials, encountered during the installation, service, or performance of any covered system(s). Said materials shall at all times remain the responsibility and property of Customer. A1 shall not be responsible for the testing, removal, or disposal of such hazardous materials.
10. **WAIVER OF WARRANTIES/EXCULPATORY CLAUSE:** Customer understands that A1 offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD THAT A1 IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT A1 IS NOT AN INSURER; THAT INSURANCE, IF ANY SHALL BE OBTAINED BY CUSTOMER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE SERVICES AT CUSTOMER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT CUSTOMER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY TO THE CUSTOMER, THAT A1 IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON -FUNCTION OF THE SYSTEM OR THE EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO A1'S NEGLIGENCE OR FAILURE TO PERFORM. A1 MAKES NO

GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT.

11. THIRD PARTY INDEMNIFICATION: Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Customer agrees to indemnify, defend, and hold harmless A1, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorney's fees by person not a party to this agreement, alleged to be caused by the improper operation of the system or the negligent performance or the nonperformance of the monitoring services of other installation, maintenance, or other services by A1 or its officers, employees, agents subcontractors, suppliers, or representatives., Additionally, Customer agrees to list A1 , its officers, employees, agents subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

12. LIMITATION OF LIABILITY/LIQUIDATED DAMAGES: CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF A1 TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION, INSPECTION, OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEMS) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE LOCATION WHICH MAY BE LOST, STOLEN , DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY A1'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; (D) THE UNCERTAIN NATURE OF OCCURENCES WHICH MIGHT CAUSE INJURY OR DEATH TO CUSTOMER OR ANY OTHER PERSON THEREFORE, CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEDGED AGAINST A1, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO , WHETHER THE LOSS OR LIABILITY IS CAUSED BY A1'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF SIX (6) TIMES THE MONTHLY PAYMENT AT THE TIME LIABILITY IS FIXED OR THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE A1'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL A1 BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJRY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED AND WHETHER ALLEDGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, OR LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL , OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY A1, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Customer agrees to obtain insurance coverage adequate to protect Customer's interest in light of the limitation of liability stated in this agreement. If Customer wishes A1 to increase the amount of above limitation of liability or liquidated damages, Customer may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that A1 is an insurer or to relieve Customer of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this agreement. A1 assumes no responsibility for any loss in excess of such amount.

13. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by A1 the payments to be made by the Customer for the term of this Agreement form an integral part of A1's anticipated profits; that in the event of Customer's default it would be difficult if not impossible to fix A1's actual damages. Therefore, in the event Customer defaults in the payment of any charges to be paid to A1, the balance of all payments for the entire term shall immediately become due and payable and Customer shall be liable for 80% as liquidated damages and A1 shall be permitted to terminate all its services under this agreement and re-program or delete any programming without relieving Customer of any obligation herein. Should A1 prevail in any litigation between the parties Customer shall pay A1's legal fees. The parties waive trial by jury in any action between them. Any action by Customer against A1 must be commenced within 30 days of the accrual of the cause of action or shall be barred. All actions or proceedings against A1 must be based on the provisions of this agreement. Any other action that Customer may have or bring against A1 in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

14. DELAY IN SERVICE: A1 shall not be liable for any damage or loss sustained by Customer as a result of delay in service of equipment, equipment failure, or for interruption of service due to electric failure, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, weather related interruptions, strikes, walk-outs, war, acts of God, causes beyond the control of A1, or other causes, including A1's negligence in the performance of this agreement. The provided date work is to be substantially completed is an estimate and is not a definite completion date. Time is not of the essence.

15. INDEMNITY/WAVIER OF SUBROGATION RIGHTS/ASSIGNMENTS: Customer agrees to and shall defend, indemnify and hold harmless A1, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by any and all third parties, Lessor(s) and/or Lessee(s), including reasonable attorneys' fees and losses, asserted against and alleged to be caused by A1's performance or failure to perform any obligation under this Agreement. Parties agree that there are no third-party beneficiaries of this agreement. Customer on its behalf and any insurance carrier waive any right of subrogation Customer's insurance carrier may otherwise have against A1 or A1's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of A1. A1 shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

16. A1'S RIGHT TO SUBCONTRACT SERVICES: Customer agrees that A1 is authorized and permitted to subcontract any services to be provided by A1 to third parties who may be independent of A1, and that A1 shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by third parties, and Customer appoints A1 to act as Customer's agent with respect to such third parties, except that A1 shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to A1's disclaimer of warranties, exemption from liability, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of A1.

17. ELECTRONIC MEDIA: A1 may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. A1 may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.

18. WAIVER OF SUBROGATION: In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.

19. WAIVER OF RELEASE FOR MARKETING PURPOSES: Customer agrees that Company may utilize any work or final product for the purpose of promotion or marketing of Company

20. NON-SOLICITATION: Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity; any employee of A1 assigned by A1 to perform any service for or on behalf of Customer for a period of two years after A1 has completed providing service to Customer. In the event of Customer's violation of this provision, in addition to injunctive relief, A1 shall recover from Customer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with A1, multiplied by twelve, together with A1's attorneys' fees and any expert witness fees.

21. DATA SECURITY AND YOUR PERSONAL INFORMATION: A1 will implement commercially reasonable administrative, physical and technical safeguards designed to secure personally identifiable information from unauthorized access, disclosure, compromise, or use. However, we can never promise 100% security. Customer has a responsibility, as well, to safeguard its information through the proper use and security of any online credentials used to access the personally identifiable information you have shared with A1, such as a username and password. If you believe your credentials have been compromised, if applicable, please change your password. If you believe the personally identifiable information you have shared with A1 has been the subject of unauthorized use, please notify A1 immediately. A1 shall adhere to all applicable Law relating to the personally identifiable information you have provided to A1. However, you warrant, represent, and acknowledge that A1 shall not be held liable for any third-party's use or misuse of your personally identifiable information. You are solely responsible for updating and maintaining the security of the equipment and services you have subscribed to as part of our services.

22. SECTION HEADINGS: Section headings have been inserted herein for convenience of reference only. If there is any conflict between such headings and the text herein, the text shall control.

23. OPEN ACCESS- Customer agrees to allow full unimpeded access to the dialer and panel as necessary. Additionally, A1 is authorized to "deprogram" or remove programming from the system when Customer is in default and subscribe will bear all responsibility, including financial, reactivation, and service fees as a result.

24. INTEGRATION: This agreement, including any and all documents incorporated herein by reference, supersedes all prior agreements between parties with respect to its subject matter and constitutes (along with the documents referred to in this agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

25. LEGAL FEES: Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this agreement.

26. ENTIRE AGREEMENT/MODIFICATION/WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of terms thereof. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. This agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

27. CONFLICTING PROVISION/SEVERABILITY: Should there arise any conflict between this agreement and Lessee's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

28. CONFIRMATION OF APPOINTMENTS; CONSENT TO CALL/EMAIL/TEXT/CHAT: Customer expressly authorizes A1 and its authorized representatives to contact Customer at the telephone number(s) and email address (es) provided by Customer to A1: (a) using an automated calling device to deliver a prerecorded message to set/confirm a service/installation appointment; (b) from time to time with information and offers about products and services that might interest Customer; and (c) to call use email, text, chat, or fax as a means to communicate with Customer. Customer consents to receive SMS from A1. Reply STOP to opt-out; Reply HELP; Message and data rates apply; Messaging frequency may vary.

29. OHIO LAW GOVERNS: This agreement shall be governed by the laws of the State of Ohio. The parties agree that any claim or action arising out of this agreement shall be brought exclusively in a court of competent jurisdiction within Montgomery County, Ohio. The written terms and conditions of this contract shall govern over all oral communications. between A1 or an employee acting as an agent for A1 and Customer. A1 recommends that the Customer request any important terms or conditions be written into this document before signing this agreement