

LifeSafety Management Services, Inc.

Terms and Conditions for System Installation

This is a system Installation Agreement (the "Agreement") between LifeSafety Management, Inc. (The "Company") and the Customer listed on the Attachments (the "Customer") This Agreement incorporates the attached executed Proposal (the "Proposal"), the Schedule of Equipment (the "Schedule") and any Contract Rider (each, a "Rider," and together with the Proposal and the Schedule, the "Attachments").

In this Agreement, "Equipment" means the equipment indicated on the Attachments; "Installation" or "Installation Services" mean the services selected set forth on the Attachments; "Premises" means the premises at the address set forth on the Attachments; and "System" means any electronic security, fire detection, fire sprinkler, life safety or emergency response system installed at the Premises.

The Company is sometimes referred to in this Agreement as "we" or "us." The Customer is sometimes referred to in this Agreement as "you" or "your."

The effective date of this Agreement (the "Effective Date") is set forth on the Attachments.

1. EQUIPMENT SUBJECT TO INSTALLATION

- 1.1. We will arrange for the installation of the Equipment in accordance with specification, drawings and instructions provided by You, these specifications and drawings are considered a part of this Agreement
- 1.2. You (i) will make the Premises available to us during our normal business hours (ii) have the authority to permit us to install the Equipment at the Premises; (iii) understand that the Installation may require us to drill into doors, walls, ceilings or floors at the Premises; and (iv) will provide non-switched 110 or 240 volt A/C electrical service for some of the Equipment as required.
- 1.3. Our installers are not aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces. You must advise is of such hidden objects or we, and our installers are released for any damages, losses or expenses for personal injury, including death, or to real or personal property.
- 1.4. We are not obligated to repair, restore, or redecorate the Premises if the System is removed from the Premises. We may not be able to conceal any or all Equipment or wiring
- 1.5. Except as provided for in the Agreement, we make no promise regarding delivery of the Equipment or commencement of the Installation by any particular date and shall not be liable for any loss, damage or expense resulting from any delay in the installation.
- 1.6. We will perform the Installation during our normal business hours (8:00 AM to 4:30 PM) Monday through Friday, excluding Company holidays as defined by us, unless otherwise stated in this Agreement.

2. RIGHT TO SUBCONTRACT

- 2.1. We may, in our sole and absolute discretion, subcontract for the provision of any of the Installation under this Agreement. The provisions of this Agreement inure to the benefit of and are applicable to (i) any subcontractors engaged to provide any of the Installation to you; and (ii) each of our shareholders, partners, members, directors, employees, agents and representatives and bind you to all such persons or entities listed in subsection (i) or (ii) with the same force and effect as they bind you to us.

3. YOUR RESPONSIBILITIES

- 3.1. You will at your expense:
 - 3.1.1. Designate a contract person with the authority to make decisions for you regarding the Installation and provide us with the necessary information regarding sufficient to contact such person in an emergency. If such representative cannot be reach by us, any request for service received from a person located at your premise or site will be deemed authorized by you, and we will in act accordingly with reasonable discretion.
 - 3.1.2. Provide or arrange for access for us to any site, premise or equipment where the Installation is to be performed.
 - 3.1.3. Permit us to control and or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Installation.
- 3.2. Provide to us all available information pertinent to the Installation.
- 3.3. Obtain and provide to us all approvals, permits, and consents from any government authority and others as may be required for the performance of the Installation except for those we have expressly agreed in writing to obtain.
- 3.4. You acknowledge that you are and will be at all times in control of the service site or premise. We do not have any responsibility, duty or authority to direct, supervise or oversee any of your employees or subcontractors or their work.
- 3.5. Except as set out in this Agreement you are solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required.
- 3.6. You alone shall act to protect life and property until we notify you that the System is operational. You will take actions that include all appropriate interim safety precautions (such as manual fire watch). We have no obligation to provide guards, fire watch personnel, or other services, except for the Installation Services set out in this Agreement.
- 3.7. You will not attach to the System or Equipment any device that interferes with the Installation or the proper operation of the System or Equipment
- 3.8. You represent and warrant that there are no hazardous substances, ultra hazardous or

dangerous activities or conditions or public or private nuisance (collectively, "Hazardous Conditions") on the Premise and that there are no violations of any applicable local, state or federal law, order or court order respecting any Hazardous Conditions. We may, in our sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

4. **SERVICE FEES AND PAYMENT TERMS**

4.1. We will invoice you for Equipment and Installation Services as provided for in this Agreement. Payments to be in accordance with this Agreement will be consideration of only the Equipment and Installation Services provided for in this Agreement. All other services, including but not limited to, (i) emergency services performed at your request, (ii) services performed other than during our normal working hours, (iii) services performed on equipment not covered by this Agreement, will be billed to you at our then prevailing time and material rates.

4.2. We will invoice you in accordance with the terms of the Agreement and if not expressly provided. Invoices are due and payable upon receipt unless we have approved other payments terms set out in this Agreement. If any payment is not received when due, we may deem you to be in breach of this Agreement and may enforce any remedies available to us hereunder or law, including without limitation, acceleration of payments, suspension or termination of the Installation Services at any time without notice, and we shall be entitled to compensation for the Installation previously performed and costs reasonably incurred in connection with the suspension or termination. If payments are not paid when due you agree to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. You shall reimburse us all costs and expenses (including reasonable attorneys and other fees) incurred for collection under this Agreement. If you dispute any portion or all of an invoice, you shall notify us in writing of the amount in dispute and the reason for the dispute within 21 days of receipt of the invoice. The undisputed portion shall be paid to us when due, and the interest on any unpaid portion shall accrue from due date, to the extent that amounts are determined to be payable to us.

4.3. Except to the extent set out in this Agreement, our fees do not include any taxes, fees, duties or other government charges related to the Installation. You agree to pay such amounts or reimburse us for any amounts we have paid.

4.4. Title to the Equipment shall remain with us until the price of the Equipment and Installation Services provided by us is fully paid. Risk of loss or damage to the Equipment passes to you upon delivery to the Premises.

5. **CHANGES AND DELAYS**

5.1. As Installation Services are performed, conditions may change or circumstances outside of our reasonable control (such as changes to law of codes) may develop which require us to expend additional costs, effort or time to complete the Installation. If such should arise we shall notify you and request you agree to shall make an equitable adjustment to our fees. If you do not agree to such equitable adjustment for circumstances required, Installation Services maybe be suspended or terminated. We shall be compensated for the Equipment and Installation Services performed and for reasonable costs incurred with the suspension or termination of the Installation.

5.2. We shall not be responsible for any loss, delay, injury damage or failure of performance that may be caused by circumstances beyond our reasonable control, including but not limited to acts of omissions by you, or your employees agents or contractors, Act of God, war, civil disobedience, acts or omissions of government, fire, theft, corrosion, flood, water damage, lightning, labor strike or disagreement, riots, explosions, delays in transportation or shortage of fuel or materials. In the event of any such circumstances, we shall be excused from the performance of Installation Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period.

6. **LIMITED WARRANTIES**

6.1. WE WARRANT TO YOU ALONE ONLY THAT WE WILL PERFORM THE INSTALLATION IN A PROFESSIONAL AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH INDUSTRY STANDARDS. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE INSTALLATION.

6.2. WE WARRANT TO YOU ALONE ONLY THAT THE EQUIPMENT IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IF ANY EQUIPMENT BECOMES DEFECTIVE WITHIN (I) ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION OR (II) THE WARRANTY TERM PROVIDED FOR IN THE WARRANTY FROM THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS GREATER, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU AND THIS SHALL BE OUR SOLE OBLIGATION. THIS WARRANTY IS NOT ASSIGNABLE.

6.3. IF YOU DISCOVER A DEFECT IN THE EQUIPMENT, YOU SHOULD IMMEDIATELY CONTACT US IN WRITING OR BY

- TELEPHONE AND FULLY DESCRIBE THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.
- 6.4. EXCEPT AS SET FORTH IN PARAGRAPH 6.1 AND 6.2 WE MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT OR SYSTEM, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.
- 6.5. THIS WARRANTY DOES NOT COVER DAMAGE TO EQUIPMENT CAUSED BY ACCIDENT, THEFT, VANDALISM, NEGLIGENCE, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, WAR, RIOTS, TERRORISM, ANY CASUALTY, INCLUDING ELECTRICAL CHARGES, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. WE SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY AFFIRMATION OF FACT OR PROMISE MADE BY US SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT, SYSTEM OR INSTALLATION SERVICES MAY NOT BE COMPROMISED, CIRCUMVENTED, OR WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE INTENDED. YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THERE ARE NO EXPRESS WARRANTIES THAT EXTEND BEYOND THOSE IN THIS AGREEMENT OR IN THIS PARAGRAPH. ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.
7. **INSURANCE AND LIMITATION OF LIABILITY**
- 7.1. YOU UNDERSTAND THAT WE OFFER SEVERAL LEVELS OF PROTECTION EQUIPMENT AND SERVICES AND THAT LEVEL DESCRIBED HAS BEEN CHOSEN BY YOU AFTER CONSIDERING AND BALANCING THE VARIOUS LEVELS OF PROTECTION AFFORDED AND THEIR RELATED COSTS. OUR SERVICE FEES ARE BASED SOLELY ON THE VALUE OF THE EQUIPMENT AND INSTALLATION SERVICES AND ARE UNRELATED TO THE VALUE OF PERSONS OR PROPERTY, OR THE LIKELIHOOD OR SEVERITY OF INJURY TO ANY PERSON OR DAMAGE TO PROPERTY. YOU AGREE TO ASSUME ALL RISKS FOR ANY LOSS, DAMAGE OR EXPENSE. WE ARE NOT YOUR INSURER. ACCORDINGLY, YOU AGREE TO PURCHASE ADEQUATE INSURANCE FROM A REPUTABLE INSURANCE COMPANY COVERING YOU AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE. YOU FURTHER AGREE TO LIMIT ANY RECOVERY FOR ANY LOSS, DAMAGE OR EXPENSE TO THE PROCEEDS OF SUCH INSURANCE. (THIS INCLUDES THE RECOVERY OF OTHER PERSONS OR ENTITIES.)
- 7.2. OUR LIABILITY IS LIMITED. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FOR ANY REASON, REGARDLESS OF THE BASIS OF ANY CLAIM. IN NO EVENT WILL WE BE LIABLE TO YOU IN AN AMOUNT IN EXCESS OF ONE THOUSAND (\$1,000) DOLLARS.
- 7.3. WE WILL INDEMNIFY YOU (IN OTHER WORDS, MAKE YOU WHOLE) FOR ANY LOSS, DAMAGE OR EXPENSE OCCURRING WHILE OUR EMPLOYEE IS ON THE PREMISES IF SUCH LOSS, DAMAGE OR EXPENSE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF COMPANY'S EMPLOYEE. OUR OBLIGATION TO INDEMNIFY YOU SHALL BE LIMITED TO THE PROCEEDS RECEIVED FROM OUR INSURANCE POLICY, IF ANY. IF A THIRD PARTY, INCLUDING YOUR INSURANCE COMPANY, ASKS US TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF RELATING TO ANY MATTER OTHER THAN AS SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH, INCLUDING ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OUR NEGLIGENCE, YOU WILL INDEMNIFY US (IN OTHER WORDS, MAKE US WHOLE) WITHOUT ANY CONDITION THAT WE FIRST PAY FOR ANY LOSS, DAMAGE, OR EXPENSE, INCLUDING ANY ATTORNEYS' FEES. WE MAY APPOINT LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST US.
- 7.4. YOU RELEASE US FOR ALL LOSSES, DAMAGES OR EXPENSES COVERED BY YOUR INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES. YOU ALSO WAIVE AND RELEASE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE AGAINST US FOR MONEY PAID TO YOU OR ON YOUR BEHALF
8. **GENERAL AGREEMENT MATTERS:**
- 8.1. This Agreement, together with all amendments and attachments specifically incorporated by reference herein constitutes the entire agreement between the Parties. This Agreement supersedes and replaces any prior or contemporaneous oral or written understanding or other agreements with respect to the subject matter hereof, all of which communications are merged herein. NEITHER PARTY HAS RELIED ON ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY EXPRESS OR IMPLIED, IN SIGNING THIS AGREEMENT UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT. The terms and conditions hereof apply as printed with alterations, stakeouts or qualifications except as specifically agreed to in writing by both Parties. This Agreement

- may be amended only by a written instrument duly executed by both Parties, and may not be amended orally or by course of performance. All such amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration, so long as the same shall be in writing and executed by both Parties.
- 8.2. You may not assign this Agreement. We may assign all or any portion of this Agreement.
- 8.3. All claims, actions or proceedings against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this paragraph must be complied with strictly.
- 8.4. A copy of this Agreement and signatures transmitted and delivered by e-mail shall be deemed to be originals for all purposes. We may scan or otherwise convert this Agreement into an electronic and/or digital media file and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
- 8.5. This Agreement only becomes binding upon us when signed by the Company's authorized representative or upon the commencement of any of the Installation Services. If there are any additions, alterations, modifications or deletions to these printed terms, such terms shall not become part of the Agreement unless agreed to and initialed by a person authorized by us to agree to such terms. This Agreement is binding on the parties' heirs, executors, administrators, successors and permitted assigns. THE LIMITATIONS IN SECTION 7.2 APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 8.6. If we breach this Agreement, you shall provide us written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. We may cure the breach within five (5) business days following our receipt of the written notice or, if the breach cannot be reasonably cured within such period, to promptly commence to cure and diligently proceed until cured. If we cure any such breach, this Agreement shall continue unabated and we shall not be liable to you for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any such breach.
- 8.7. This Agreement shall be governed by and construed according to the laws of the State of Florida without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.
- 8.8. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. When used in this

Agreement, the word "including" shall mean "including, but not limited to."

- 8.9. EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE CIRCUIT COURTS OF PALM BEACH COUNTY FLORIDA OR THE UNITED STATES LOCATED IN THE DISTRICT FOR THE SOUTHERN DISTRICT OF FLORIDA. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.
- 8.10. Notwithstanding anything set forth in this Agreement to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days' notice. If such termination is without cause, Company shall refund you any unearned fee or charges.

Property Proposed for Installation Solutions:

Terms and Conditions Accepted by:

Name:

Title:

Company:

Signature

Date