

# LifeSafety Management, Inc. Master Terms and Conditions for Test, Inspection, Maintenance and Monitoring Services

This is a System Services Test, Inspection, Maintenance and Monitoring Servicing Agreement (the "Agreement") between LifeSafety Management, Inc. (the "Company") and the Customer listed on the Attachments (the "Customer"). This Agreement incorporates the attached executed Service Solutions Proposal (the "Proposal") Schedule of Equipment (the "Schedule") and any Contract Rider (each, a "Rider," and together with the Proposal, the Schedule and Riders, the "Attachments").

In this Agreement, "Equipment" means the equipment indicated on the Attachments; "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, fire suppression life safety or emergency response system installed at the Premises covered under this agreement.

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." You as a commercial enterprise, may now or in the future have one or more business locations for which you desire to obtain from us various Services. Each of your Premise's to be covered by this Agreement shall be listed and described in this Agreement or in a separate Rider which may be completed and executed by the parties.

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

## **1. EQUIPMENT SUBJECT TO TEST INSPECTIONS AND MAINTENANCE**

- 1.1. Equipment subject to test and inspections (the "Equipment") shall be only the equipment set out on the Schedule of Equipment set out on the Attachments.
- 1.2. You represent to us that at the commencement of this Agreement all Equipment is in satisfactory working condition and complies with all applicable codes.
- 1.3. Unless specifically stated we do not undertake an obligation to inspect for compliance with laws or regulations in this Agreement. If the Equipment is a component of a fire, fire sprinkler or life safety system ("System or Systems") and does not comply with all applicable codes or if removal of any of the Equipment from the Systems would compromise or impair the proper functioning of the System or compliance with any applicable codes or law and you fail to take correction actions to correct such, then we may terminate this Agreement without further obligation and retain or collect all monies received or pursuant to this Agreement. You acknowledge that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided by us at an additional fee to you.
- 1.4. All testing, inspections and maintenance of any Equipment provided for in this Agreement will be performed at the time and place and in a manner deemed appropriate by us, in accordance with the requirements of the then current National Fire Protection Association ("NFPA") guidelines, if applicable, and other relevant industry standards.
- 1.5. You are solely responsible for any liability which may arise from you specifying a test and inspection schedule other than the current NFPA standards or other applicable standards or laws and you hold us harmless from and against, any liability arising from the altered test and inspection schedule.
- 1.6. If the Equipment is altered or relocated by any person, including you, other than us or our agent, you will immediately notify us in writing, and we reserve the right to perform a re-acceptance test on the system at your expense. All re-acceptance tests will be performed in accordance with the then current NFPA guidelines or other applicable requirements. The re-acceptance test will be charged to you at our then current rates for time and materials.

## **2. TEST, INSPECTION AND MAINTENANCE SERVICES TO BE PERFORMED**

- 2.1. We shall only perform the Services set out in this Agreement.
- 2.2. We shall have no liability or obligation to continue providing Services in the event you do not (i) authorize a re-acceptance test that we deem necessary (ii) notify us of any modifications or changes to the Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building modifications that may affect the Services to be performed (iii) provide access to any premise or site where the Services are to be performed; or (iv) operate, service or maintain the Equipment in accordance with manufacturer's instructions or this Agreement. If any of the aforementioned events arise we may terminate or suspend service under this Agreement immediately, upon giving written notice to you.
- 2.3. Any repairs or replacement of the Equipment as may be provided for in the Services are limited to returning the Equipment to its proper working condition;
- 2.4. Except as provided for in this Agreement the Services to be performed do not include and we are not responsible for (i) the provision of consumable supplies, including and not limited to batteries, (ii) reinstallation or relocation of the Equipment, (iii) painting or refinishing of the Equipment or the surrounding surfaces, (iv) parts, accessories, attachments or other devices added to the Equipment that were not provided by us, (v) failure by you to supply suitable operating environment including, but not limited to adequate space, ventilation, electrical power and protection from the elements or (vi) the removal or reinstallation or replacement of valves, dampers, water flow switches, venting or draining systems, (vii) any cost associated with regulatory inspections
- 2.5. We are not responsible for Services performed on any Equipment not performed by us or our authorized representative.

- 2.6. We will perform the Services in a workman like manner and consistent with the degree of care and skill ordinarily exercised by persons performing the same of similar services under similar circumstances and conditions.
- 2.7. Unless otherwise stated in this Agreement we will perform the Services during our normal business hours (8:00 AM to 4:30 PM) Monday through Friday, excluding Company holidays as defined by us.
3. MONITORING SERVICES TO BE PERFORMED
  - 3.1. If you have selected monitoring service, monitoring service consists solely of monitoring service personnel telephoning the governmental agencies and your designated contact persons at the telephone number(s) supplied by you to us in writing (collectively, "Proper Authorities") upon the monitoring facility's receipt of (i) video data, (ii) data in the form of pre-determined digital codes or (iii) voice communication received from the Premises (each, a "Signal" and collectively, the "Signals") reporting or indicating specific conditions. No monitoring service shall be rendered for Signals for which assistance is not requested or, if the data received is in the form of digital codes or video, for which assistance does not appear to be required, as determined by monitoring facility personnel in their sole and absolute discretion based upon the data presented and without any liability whatsoever. We may modify, terminate or suspend any particular form of Service if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest and you shall continue to pay the fees indicated on the Attachments notwithstanding any (i) such modification, termination or suspension; or (ii) any non-response policy of any Proper Authority. Upon receipt of (a) a Signal and before telephoning any other person or entity, we may, in our sole and absolute discretion and without any liability, contact or attempt to contact the Premises as frequently as we deem appropriate to verify the necessity to report the receipt of a Signal to any other person. If subsequently an abort code is received for all Signals, except for a fire related signal, we may disregard the receipt of the Signal, and in our sole and absolute discretion and without any liability, refrain from contacting the Proper Authorities or advise the Proper Authorities of the receipt of an abort code or your oral advice to us to disregard the receipt of the Signal. Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to us in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. To the extent any form of verified on-site response is required prior to telephoning or dispatching the Proper Authorities, you alone shall obtain and pay for such response unless such service is set out in the Agreement. Upon receiving notification from us that a fire or gas detection signal has been received the responding authority may forcibly enter the Premise.
  - 3.2. The System transmits and receives data via one or more communications services provided by a third-party such as a telephone, cable, wireless telephone or satellite provider (the "Communications Services"); (ii) some or all of the Communications Services access or incorporate the Internet or some other communications network (e.g., a radio or wireless telephone network); (iii) each of the Communications Services can be affected or delayed by any number of factors, natural or human. As a result, the transmission and receipt of data, regardless of the Communications Services used, may be interrupted, circumvented or otherwise compromised. If any of the Communications Services is interrupted by any cause, there will be no indication of such at the monitoring facility or otherwise unless you elect to use any available form of technology designed to detect and report such interruption at additional cost. If any Communications Service is incompatible, inoperative or interrupted, no data will be received at the monitoring facility or otherwise. You may elect to use some form of redundant equipment, technology or Communications Service or some other form of equipment, technology or Communications Service at additional cost. You shall test the System, the equipment, technology and Communications Services periodically and whenever changes are made.
  - 3.3. Your municipality may require a license or permit for the installation, use or monitoring of the System. You are solely responsible for complying with such requirements and providing us with any license or permit number.
  - 3.4. You are solely liable for false alarms. Excessive false alarms shall be a material breach of this Agreement. You must pay (or reimburse Company) any fines, fees, costs, expenses and penalties assessed against you or us by any court or governmental agency. We may, in our sole and absolute discretion, electronically lock out the Panel to limit access to us only. If you default under this Agreement, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system, or excessively signals are received by the monitoring station without apparent reason, you authorize and empower us to (i) disconnect the System, (ii) shut-down the Panel and/or the System. The exercise of such rights shall not be deemed a waiver of our right to damages.
4. RIGHT TO SUBCONTRACT
  - 4.1. We may, in our sole and absolute discretion, subcontract for the provision of any of the Services 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 Services to you; and (ii) each of our shareholders, partners, members, directors, employees, agents and representatives and bind you to all such persons or entities with the same force and effect as they bind you to us.
  - 4.2. At times it may be necessary to engage a subcontractor to provide programming support for systems. In this case their efforts will be marked up at ten percent (10%) over the Company's cost.
5. YOUR RESPONSIBILITIES

You will at your expense:

  - 5.1. Designate to us in writing a contact person(s) with the authority to make decisions for you regarding the Services and provide us in writing with the necessary information sufficient to contact such person or personnel in an emergency. If such representatives cannot be reached 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 act accordingly with reasonable discretion. You will promptly notify us in writing of any changes to the contact person or contact personnel.
- 5.2. Provide or arrange for access for us to any site, premise or Equipment where Services are to be performed including the provision and cost of lift trucks or other equipment needed to reach inaccessible Equipment.
  - 5.3. If LSM is contracted for Test and Inspections of ONLY the Fire Alarm system, customer acknowledges they understand that the inspection and testing of alarm components on their fire sprinkler system is the responsibility of their fire sprinkler contractor as per Florida Statute 633. Per NFPA 72, it is not acceptable to electrically or mechanically operate a water flow switch. Water should be flowed through the inspector's test connection. To ensure the alarm components of the fire sprinkler system are fully operable, coordination by facility management shall be made with the fire sprinkler contractor to be present during the Fire Alarm inspection. In the event coordination cannot be made for the inspection being performed, customer is aware that testing of the alarm devices on the fire sprinkler system will not be performed.
  - 5.4. If LSM is contracted for the Test and Inspection of ONLY the Fire Sprinkler system, customer acknowledges they understand that the Fire Sprinkler inspection being performed is to inspect and test the components of their fire sprinkler system in compliance with Florida State law and NFPA 25. The inspection and testing of fire alarm systems, ensuring devices report accurately to the fire alarm panel and transmit correctly to the monitoring station is the responsibility of their alarm system contractor as per Florida Statute 489. To ensure the alarm components of the fire sprinkler system are fully operable, coordination by facility management shall be made with the Fire Alarm system contractor to be present during this inspection. In the event coordination cannot be made for the inspection being performed, customer is aware that verifying the signaling and monitoring signal verification will not be performed.
  - 5.5. Permit us to control and or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services.
  - 5.6. Provide to us all available information pertinent to the Services.
  - 5.7. 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 Services except for those we have expressly agreed in writing to obtain.
  - 5.8. Maintain all Equipment in good working condition in compliance with all applicable laws and service, repair and replace all Equipment as necessary.
  - 5.9. 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.
  - 5.10. 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 to perform or gain access to the Services.
  - 5.11. You shall be responsible for modifications to the Equipment and Services due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission, any state or local Fire Marshall, the National Fire Protection Association, and Underwriters Laboratory or its equivalent, fire or police department.
  - 5.12. You will carefully test the System in a manner prescribed by us.
  - 5.13. You alone shall act to protect life and property from the time a partial or full system failure occurs until we notify you that such system is operational or the emergency has been cleared. 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 following a system failure, except for the Services set out in this Agreement.
  - 5.14. You shall promptly arrange for the System to be reset after any activation.
  - 5.15. You will not attach to the System or Equipment any device that interferes with the Services or the proper operation of the System or Equipment.
  - 5.16. 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. Company may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.
  - 5.17. You, for yourself and as the authorized agent of your invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consent to us intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, any Person or Company are parties. In addition, you understand and agree that (i) a video system enables us to record, store, view and review images and (ii) video with audio capability enables us to listen to, record, store, review and use video images with oral communications. You hereby agree, authorize and consent to us recording, storing, viewing, reviewing and using video images and listening to, recording, storing, reviewing and using oral communications transmitted from the video system at the Premises.
6. SERVICE FEES AND PAYMENT TERMS
    - 6.1. We will invoice you for fees as provided for in this Agreement. Payments to be in accordance with this Agreement will be consideration of only the Services provided for in this Agreement. All other services not provided for in this Agreement, including but not limited to, (i) emergency or runner 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 invoiced to you at our then prevailing time and material rates. Our fees under this Agreement are based upon your agreement to receive and pay for the Services for at least the full initial term set forth in this Agreement. The fees set forth in this Agreement are based upon the number of devices and services to be performed

as set out in the Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the fees will be increased accordingly.

- 6.2. We will invoice you in accordance with the terms of the Agreement and if not expressly provided, then on an annual basis prior to the effective start date and on an annual anniversary of the effective start date. 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 by law, including without limitation, acceleration of payments, suspension or termination of Services at any time without notice, and we shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspensions or termination. If payments are not paid when owed 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 our 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 10 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. In the event you terminate this Agreement or an individual Premise prior to the end of the then current term, you agree to pay to us, in addition to all other fees or charges due prior to termination, the fees remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. You acknowledge and agree that this amount is an agreed upon early termination charge in the nature of liquidated damages, and it not a penalty.
  - 6.3. Except to the extent set out in this Agreement, our fees do not include any sales or other taxes, fees, duties or other government charges related to the Services. You agree to pay such applicable amounts or reimburse us for any amounts we have paid.
  - 6.4. Unless otherwise set out in this Agreement, the fees for each year after the Initial Term of the Agreement may be increased by us (but not more than once in any twelve-month (12) month period) by giving you thirty days prior written notice of such increase. In addition, at each renewal, fees shall be adjusted for any additions or deletions to the Services selected for the renewal term.
7. CHANGES AND DELAYS
- 7.1. As Services are performed, conditions may change or circumstances outside of our reasonable control (such as changes to law or codes) may develop which require us to expend additional costs, effort or time to complete the Services. If such changes 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 or circumstances required, Services may be suspended or terminated by us. We shall be compensated for Services performed and for reasonable costs incurred with the suspension or termination of services.
  - 7.2. 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 employee's 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 Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period.
8. LIMITED WARRANTIES
- 8.1. WE WARRANT TO YOU ALONE ONLY THAT WE WILL PERFORM INSPECTIONS TESTING, AND MAINTENANCE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH NFPA AND INDUSTRY STANDARDS. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO INSPECTION, TESTING AND MONITORING SERVICES.
  - 8.2. WE WARRANT TO YOU ALONE ONLY THAT ANY EQUIPMENT INSTALLED BY US WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. IF ANY EQUIPMENT BECOMES DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THE INSTALLATION, WE SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU AND THIS SHALL BE OUR SOLE OBLIGATION. THIS WARRANTY IS NOT ASSIGNABLE.
  - 8.3. IF YOU DISCOVER A DEFECT IN THE EQUIPMENT, YOU MUST IMMEDIATELY CONTACT US IN WRITING OR BY TELEPHONE AND FULLY DESCRIBE THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.
  - 8.4. EXCEPT AS SET FORTH IN PARAGRAPH 8.1 AND 8.2, WE MAKE NO 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.
  - 8.5. THIS WARRANTY DOES NOT COVER DAMAGE TO EQUIPMENT CAUSED BY ACCIDENT, THEFT, VANDALISM, NEGLIGENCE, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, 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. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT, SYSTEM OR 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.

9. INSURANCE, LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. NEITHER THE EQUIPMENT NOR THE SERVICES ARE GUARANTEED TO WORK OR BE ERROR FREE. YOU UNDERSTAND THAT WE OFFER SEVERAL LEVELS OF PROTECTION SERVICES AND THAT THE LEVEL OF SERVICES SET OUT IN THIS AGREEMENT HAVE BEEN CHOSEN BY YOU AFTER CONSIDERING AND BALANCING VARIOUS LEVELS OF PROTECTION OFFERED AND THEIR RELATED COSTS. OUR SERVICE FEES ARE BASED SOLELY ON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY SET FORTH IN THIS AGREEMENT 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. IT IS UNDERSTOOD BY YOU THAT WE ARE NOT YOUR INSURER. ACCORDINGLY, IT IS YOUR RESPONSIBILITY TO PURCHASE ADEQUATE INSURANCE FROM A REPUTABLE INSURANCE COMPANY COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY 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.)
- 9.2. OUR LIABILITY IS LIMITED. YOU UNDERSTAND THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM THE FAILURE ON OUR PART TO PERFORM ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE 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. WE WILL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 9.3. WE WILL HOLD YOU, YOUR OFFICERS, DIRECTORS AGENTS OR EMPLOYEES HARMLESS FROM ANY CLAIM, DEMAND LOSSES, DAMAGES, INJURIES, LIABILITIES OR OTHER EXPENSES ("THE LOSSES"), TO THE EXTENT, AND ONLY TO THE EXTENT THAT SUCH LOSSES RESULT SOLELY AND DIRECTLY FROM OUR NEGLIGENT ACTS OR OMISSIONS, OR THE NEGLIGENT ACTS OR OMISSIONS OF OUR AGENTS OR EMPLOYEES, DURING AND WITHIN THE SCOPE OF EMPLOYMENT OF SUCH PERSONS WHILE PRESENT AT YOUR PREMISE. 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 INCLUDING ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OUR NEGLIGENCE, YOU WILL DEFEND AND INDEMNIFY US WITHOUT ANY CONDITION THAT WE FIRST PAY FOR ANY LOSS, DAMAGE, OR EXPENSE, INCLUDING ANY ATTORNEYS' FEES. EXCEPT AS PROVIDED IN 9.2 ABOVE, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING RIGHTS OF SUBROGATION THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. WE MAY APPOINT LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST US. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.
- 9.4. YOU RELEASE COMPANY 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. NO PERSON SHALL HAVE ANY RIGHT OF SUBROGATION AGAINST US.

10. LIMITATION OF MAINTENANCE OR SERVICE OBLIGATIONS

- 10.1. We will not be responsible for the maintenance, repair, or replacement of, or Services required by (a) non-maintainable, non-replaceable or obsolete parts of Equipment, (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, or failure to comply with manufactures operating and environmental requirements, Acts of God, or other reasons beyond our control. We assume no responsibility for any service performed on any Equipment other than service performed by us or our agents.
- 10.2. We will not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond our control.
- 10.3. We are not responsible for repairs, replacement or services to Equipment due to corrosion, erosion, improper treatment by others, electrolytic or chemical action;
- 10.4. Except as set out in this Agreement we shall not be responsible for the removal or reinstallation of replacement valves, water flow and tamper switches.
- 10.5. Our obligations under this Agreement are waived automatically without notice and you release us for all loss, damage or expense following any default or breach of this Agreement by you or if any of the monitoring facility, communications equipment or technology or Communications Services are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charges paid for the period of interruption on your request, which shall be the limit of our liability. Upon termination of this Agreement or if the Services are suspended or terminated for any reason you authorize us, in our sole and absolute discretion, without notice, and without any liability, (i) to remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility, (ii) disconnect the system, (iii) remove the system from the premises if the system installation was performed by us and the installation sales price has not been fully paid or (iv) refuse to unlock the panel. The exercise of such rights shall not be deemed a waiver of our right to damages.

11. GENERAL AGREEMENT MATTERS

- 11.1. 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. No document issued by you or others can vary or alter the terms and conditions of this Agreement. If any document related to this Agreement or the Scope of Work under this Agreement conflicts with or is at variance with the terms and conditions of this agreement, then these terms and conditions shall apply and control the obligations of you and LSM.

- 11.2. You may not assign this Agreement. We may assign all or any portion of this Agreement.
- 11.3. All claims, actions or proceedings against the 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.
- 11.4. 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.
- 11.5. This Agreement only becomes binding upon Company when signed by an authorized Executive of the Company's or upon the commencement of any of the 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 to agree to such terms by Company. This Agreement is binding on the parties' heirs, executors, administrators, successors and permitted assigns. THE LIMITATIONS IN SECTION 9.2 APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 11.6. 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. Company may cure the breach within five (5) business days following Company's 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.
- 11.7. 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.
- 11.8. 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."
- 11.9. 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 COURT OF PALM BEACH COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT 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.
- 11.10. This agreement shall be renewed automatically for succeeding terms of one year unless either Party gives written notice to the other at least thirty (30) days prior to the expiration of any term with notice of non-renewal. 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 service charges.
- 11.11. If Customer terminates this agreement before the expiration of the initial term and has leased LSM owned equipment, the termination will result in removal of the equipment by LSM, or the option for the Customer to purchase the equipment.