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Coburg City Hall

91136 North Willamette Street

Eugene, OR 97408

Attn: Tim Gaines :: 5416827870

Security, Access, and Surveillance

Security Panel - IT Room

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	XR150 Control Panel	DMP XR150 Security Control Panel with Network, Supports up to 142 Inputs, 10 On-Board Zones, 8 Keypads and up to 10,000 User Codes, Up to 8 Areas to Arm/Disarm Independently	\$479.00	\$479.00
1.00	Digital Cellular Communicator	LTE Cellular Communicator Provides Wireless Communication, Enables use of Mobile Platform to Arm/Disarm, Check Status, Turn Outputs On/Off, Z-Wave Control, Etc (Mobile Access Requires Subscription)	\$249.00	\$249.00
1.00	Wireless High Power Receiver	Wireless High Power Receiver for Increased Amplification for Improved Performance at Greater Distance or Harsh Building Environments	\$155.00	\$155.00
2.00	12V 9AH Backup Battery	12V, 9AH Sealed Lead Acid Backup Battery to Supply Backup Power in Event of A/C Power Loss	\$35.00	\$70.00
1.00	Battery Harness	Battery Harness for Connecting Two (2) Batteries	\$15.00	\$15.00

Keypad - Back Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Touchscreen Keypad	Graphic 5" Touchscreen Keypad with Proximity Reader and 4 Expansion Zones, Interactive Display for Quick Arming/Disarming along with Carousel Menu for Shortcut Features, White in Color	\$249.00	\$249.00

Main Entry Double Doors

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

Chamber Room Motion

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Motion	Security Monster to Re-Use existing motion detector	\$0.00	\$0.00

North Chamber Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

South Chamber Exit Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

Back Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

Front Desk Panic Button

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Wireless 2-Button Hold Up	2-Button Wireless Hold-Up or Panic Button for Under Counter Installations, White in Color	\$75.00	\$75.00

Head End - IT Room

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Seneca Custom NVR	Windows Based PC, Dell Hardware with Intel i5 Processor, 8GB Ram, 1GB Ethernet Port, Operating System HDD, One Additional HDD Bays for Internal Storage, 5 Year Warranty	\$1,555.00	\$1,555.00
1.00	10TB Hard Drive	10 Terabyte SATA Hard Drive for Surveillance Application	\$595.00	\$595.00
1.00	16-Port PoE+ Gigabit Switch	16-Port PoE+ Gigabit Switch, 246 W Total Power Budget, 32 Gbps Switching Capacity, Rack Mountable	\$419.00	\$419.00
1.00	Surge Protector	Ditek 8-Outlet Surge Protector	\$39.00	\$39.00
9.00	DW Spectrum IPVMS License	Single DW Spectrum IPVMS License / No Annual Renewal, No Upgrade Required	\$110.00	\$990.00

1. Front Lobby

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

2. Front Entry

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

3. Chambers

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

4. Back Exterior

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

5. West Parking

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

6. Front Parking

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

7. Ecommerce

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	PoE Extender	2-Port Indoor PoE Extender for Daisy Chain IP Extension	\$149.00	\$149.00

8. West Upstairs

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

9. East Upstairs

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

Access Control Panel

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Trove1 w/ DMP Backplane	Trove1 Enclosure with Altronix/DMP backplane, Includes Cam Lock, Tamper Switch and Mounting Hardware	\$225.00	\$225.00
1.00	12VDC 6 Output Power Supply	UL Listed Sub-Assembly Power Supply Converts a 120VAC, 60Hz Input into a Single 12VDC or 24VDC Output, Fire Alarm Disconnect, Overvoltage Protection, and Low Power Disconnect which Prevents Deep Discharge of Stand-by Batteries.	\$289.00	\$289.00
1.00	Voltage Regulator	Voltage Regulator. Converts 24VDC input into 5VDC or 12VDC output.	\$69.00	\$69.00
1.00	Access Power Controller	Dual input design allows power to be steered from two (2) independent low voltage 5 to 24 VDC power sources into eight (8) independently controlled PTC protected outputs	\$169.00	\$169.00
1.00	Mounting Magnets	Mounting magnets accommodate screws and nylon standoffs to allow for mounting various boards/accessories in any metal enclosure or backplane,, Four (4) Quantity per Pack	\$25.00	\$25.00
1.00	12V 9AH Backup Battery	12V, 9AH Sealed Lead Acid Backup Battery to Supply Backup Power in Event of A/C Power Loss	\$35.00	\$35.00
1.00	Battery Leads	Battery Leads, 68 inch, 18AWG, Pair, RedAnd Black	\$10.00	\$10.00
4.00	Access Control Interface Module	DMP Access Control Wiegand Interface Module, Operates on 12/24V DC, Built-in 10 Amp Door Relay, Works with Proximity, Swipe and Insert Style Readers, Provided Four (4) Programmable Protection Zones	\$149.00	\$596.00

1. Main Entry

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$489.00
1.00	Re-Use Existing Access Control	Security Monster to Re-Use Existing Access Control Infrastructure	\$0.00	\$0.00

2. Office to Chamber Room

QTY	Item	DESCRIPTION	PRICE	EXTENDED
2.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$978.00
1.00	Re-Use Existing Access Control	Security Monster to Re-Use Existing Access Control Infrastructure	\$0.00	\$0.00

3. North Chambers Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$489.00
1.00	Re-Use Existing Access Control	Security Monster to Re-Use Existing Access Control Infrastructure	\$0.00	\$0.00

4. Back Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$489.00

Subcontractor - Locksmith

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Subcontract Locksmith	Security Monster to sub-contract professional lock smith services	\$400.00	\$400.00

Subcontract - Electrician

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Subcontract Electrician	Security Monster to Sub-Contract High Voltage Electrician	\$325.00	\$325.00

Misc

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Full Permit	Full Permit for Above Mentioned Proposal	\$120.00	\$120.00
1.00	Misc. Wiremold	Misc. Wiremold to include necessary boxes, enclosures, fittings, connectors, etc. for the installation of proposed equipment	\$125.00	\$125.00
125.00	Composite Access Cable Orange	Composite Access Control Cable in Orange	\$1.00	\$125.00
1.00	Cable & Connectors	Cat6 Twisted Pair and RJ-45 Connectors	\$14.70	\$14.70
1.00	Professional Installation	Labor to Install, Program, Test, and Train	\$4,207.50	\$4,207.50
1.00	Warning Signs & Decals	Security Monster Protection Warning Signs & Decals	\$0.00	\$0.00
- 1.00	Preferred Customer Discount	Security Monster's preferred customer discount	\$1,220.20	\$-1,220.20

SM Services

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Security Monster Services	Services provided by Security Monster	\$209.95	\$209.95

Total System Cost: \$12,999.00

Thank you for the opportunity to submit this proposal!

Proposal Prepared By: Ryan Anderson

Coburg City Hall (Representative)

Date

6/9/2021 5:34 PM :: Security, Access, and Surveillance

Scope of Work Document

This scope of work should accurately describe the requirements for your Security, Access, and Surveillance project. This information has been gathered with your Security Monster representative during meetings with your project contact. If you need any adjustments, please notify your Security Monster representative prior to signing. We have broken the requirements into groups as followed:

Security Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Battery Backup of Security Alarm Panel lasting no less than 24 hours for blackout and brownout power outages		Security Alarm Panel will be backed up with Batteries to achieve not less than 24 Hours of Battery Backup (Note: Batteries deteriorate after time)	
Ability for Security Alarm Panel to communicate via Cellular as Secondary Communication		Security Alarm Panel to provide as Cellular Secondary Communication	
Ability for Security Alarm Panel to communicate via Hardwired Network path as Primary Communication		Security Alarm Panel to provide Network as Primary Communication	
Customer to have the ability to interact with their security system from mobile device at all times		Security solution provides mobile app allowing users remote access via iPhone or Android	
Ability for client to initiate a silent panic (See Note)	Front Desk Under Counter Button	Proposed solution includes panic button(s) to allow a person under duress to quickly and silently call for help in the event of an emergency. Panic buttons go directly to the central station for emergency dispatch.	

Surveillance Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Camera to provide observation coverage of designated area (See Note)	Ecommerce (using existing client owned camera)	SM System to Include HD Surveillance Camera to Provide Observation of Activity at Described Area	
Customer have the ability to remote view live and recorded images from their mobile device at all times	PC and Smartphones	VMS solution provides mobile app allowing users remote access via iPhone or Android	
Video Storage Retention for Specified Period of Time (See Note)	30 Days	VMS recording to store video for specified amount of time *ESTIMATE ONLY based on VMS Calculator. Storage may vary based on complexity	
Record video 24 hours per day	All Cameras on 24/7 Recording	VMS recording to be setup to record constantly allowing the camera to capture activity 24/7	

Access Control Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Ability to administer system from web interface for easy change of users, groups, schedules, etc.		Access Control Solution allows for easy administration via web interface to change user, groups, schedules, etc.	
Ability to unlock door using alphanumeric pin pad for credential	All Doors	Access Control Solution includes alphanumeric pin pad to allow users to enter access controlled doors by using a pin	
Ability to unlock door using contactless credential	All Doors	Access Control Solution include proximity reader to allow users to enter access controlled doors by using a contactless credential	
Ability for door(s) to lock and unlock on a user specified schedule	All Doors On Schedule Lock/Unlock	Access Control Solution includes ability to set schedules for various users and groups	
Ability to remotely pulse (momentary unlock) door from mobile device either on or off site		Access Control Solution allows for users to remotely pulse door from web interface/mobile devices on or offsite	
Ability to unlock door using contactless credential	Existing Prox Cards (26-Bit, 125Hz)	Access Control Solution include proximity reader to allow users to enter access controlled doors by using a contactless credential	
Ability for Access Control System to Integrate with Alternate System (See Note)	Integrate with New Proposed Intrusion System	Access Control Solution provides seamless integration of Intrusion and Access Control in a single platform	
Ability to electronically control ingress of door (See Note)	Back Door	Access Control Solution to restrict access on the ingress of specified door using a reader	

Installation Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - Main Entry Door Sensors	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - North Chamber Door Sensor	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - Chamber Room Motion	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - South Chamber Exit Door Sensor	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to replace existing hardware, software and/or infrastructure (See Note)	Security Alarm Panel	Security Monster to Replace Existing Equipment with New Equipment	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - Back Door Sensor	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to replace existing hardware, software and/or infrastructure (See Note)	Security Alarm Keypad	Security Monster to Replace Existing Equipment with New Equipment	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Main Entry Right Maglock	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Main Entry Left Maglock	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Main Entry Request to Exit Motion	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Office to Chamber Electronic Strike	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Office to Chamber Door Position Switch	Security Monster to Re-Use Existing Devices as Described in Note	

Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	North Chamber Electronic Strike	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Existing Cat5/6 Camera Network Infrastructure	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Front Lobby Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Front Parking Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to replace existing hardware, software and/or infrastructure (See Note)	TruVision NVR with New Easy to Use/Expandable Video Solution	Security Monster to Replace Existing Equipment with New Equipment
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Front Entry Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Existing New In Box Camera for Ecommerce Shot	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Chambers Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Back Exterior Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	East Upstairs Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	West Parking Camera	Security Monster to Re-Use Existing Devices as Described in Note
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	West Upstairs Camera	Security Monster to Re-Use Existing Devices as Described in Note

Special Terms & Conditions:

1. Coburg City Hall understands that if the installation date is delayed by Coburg City Hall, that rescheduling will be dependent upon Security Monster's installation calendar and may result in extended delays
2. If Coburg City Hall has customer requirements they are responsible for, Security Monster anticipates those to be completed as described in the requirements listed above. If those requirements are not completed in full and on time by Coburg City Hall, Security Monster will seek for approval to finish work on a Time and Material basis.
3. Coburg City Hall understands that Central Station Monitoring and Video Server **cannot be activated** until final payment is received, and all necessary paperwork is completed
4. Coburg City Hall agrees to pay Security Monster in accordance with the payment schedule in agreement below and will require the down payment payable upon signing and approving this project. The balance of the system will be due no later than the completion of the installation unless otherwise noted. If installation window is more than 30 days, a progress invoices will be issued and expected to be paid upon receipt. Any order cancelled is subject to a refund of their deposit minus any installed equipment, billable installation labor, 20% restocking fee for uninstalled equipment and a 5% admin/operations fee.

Please sign to acknowledge and agree to the above Scope of Work Document along with the Special Terms & Conditions: ' _____

SECURITY MONSTER
780 Bailey Hill Road, Suite 3
Eugene, OR 97402
(541) 342-8111

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 7/30/2021

Subscriber's Name: Coburg City Hall

Telephone No.: (541) 682-7853

Address: 91336 North Willamette Street, Eugene OR 97408

Cell Phone No.:

1. SECURITY MONSTER (hereinafter referred to as "SM" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Purchase Price: \$ 12,999.00

Approximate date work to begin 8/9/2021

Taxes: \$ 0

Estimated date work to be substantially completed 9/17/2021

Total: \$ 12,999.00

Down Payment: \$ 6,500.00

Balance due upon completion of installation: \$6,499.00

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Q-10532 Security, Access and Surveillance

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SM: Provided Subscriber performs this agreement for the full term, upon termination SM shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SM is the intellectual property of SM and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SM. SM's signs and decals remain the property of SM and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be: ☒ Monthly ☐ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) MONITORING CENTER CHARGES: Subscriber agrees to pay SM:

☒ (i) The sum of \$12,999.00, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☐ (ii) The sum of \$_____ per month for the monitoring of the Security System for the term of this agreement.

(b) SERVICE (Select i or ii)

☒ (i) Subscriber agrees to pay SM on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay SM for all parts and labor at time of service. Subscriber is not obligated to call SM for per call service and SM is under no duty to provide service except its warranty service during warranty period. Service by anyone other than SM during warranty period relieves SM of any further obligations under the Limited Warranty.

Subscriber to initial for per call service option: _____

☐ (ii) Subscriber agrees to pay SM for service of the security equipment the sum of \$_____ per month for the term of this agreement.

☐ (c) INSPECTION AND TESTING: Subscriber agrees to pay SM \$_____ per month for the term of this agreement for inspection service. If this option is selected SM will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. SM will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which SM has no responsibility or liability.

☐ (d) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay SM the sum of \$_____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, SM or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by SM or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☒ (e) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING: Subscriber agrees to pay SM the sum of \$._____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming

☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval

☒ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe):

☒ (f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay SM the sum of \$_____ per month for the term of this agreement. Select Access Control Administration services to be provided:

☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) GUARD RESPONSE: Subscriber agrees to pay SM the sum of (select payment method) \$_____ per month for the term of this agreement (or \$_____ plus tax payable per guard response).

☐ (h) SELF-MONITORING: Subscriber agrees to pay SM the sum of \$_____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☒ IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(h) ABOVE, SUBSCRIBER SHALL PAY \$84.95 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(h).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 1 month(s) and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SM shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. SM may invoice Subscriber in advance monthly, quarterly, or annually at SM's option. Unless otherwise specified herein, all recurring charges for 4(a)-(h) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, SM or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SM. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SM or SM's designee Monitoring Center and SM does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SM and are not

maintained by SM except SM may own the radio network, and SM shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SM with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, SM will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SM's notification obligation. All changes and revisions shall be supplied to SM in writing. Subscriber authorizes SM to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests SM to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SM \$90.00 for each such service. SM may, without prior notice, suspend or terminate its services, in SM's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SM.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and SM shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SM's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SM, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by SM or Subscriber's Internet or wireless connection device which is compatible with SM's remote services. SM will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which SM has no control. The remote services server is provided either by SM or a third party. SM shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SM shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and SM shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SM does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SM will authorize Subscriber access. SM is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SM shall have no liability for such third party unauthorized access. SM is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SM is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service SM or its designee shall store and/or backup data received from Subscriber's system for a period of one year. SM shall have no liability for data corruption or inability to retrieve data even if caused by SM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SM and SM has no responsibility for such access or IP address service. SM shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SM will maintain the data base for the operation of the Access Control System. Subscriber will advise SM of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SM regarding personnel access must be in writing via email or fax to addresses designated by SM. SM shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SM shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, SM shall store data received from Subscriber's system for one year. SM shall have no liability for data corruption or inability to retrieve data even if caused by SM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SM and SM has no responsibility for such access or IP address service. If system has remote access SM is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SM shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. SM has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, SM or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests SM to station its guard at the premises for more than 30 minutes, and SM has sufficient personnel to provide such service, and SM makes no such representation that its personnel will be available, then Subscriber agrees to pay SM \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to SM to provide extended guard service by email, text or recorded conversation to SM at the time request is made and SM is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, SM agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SM reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SM is not the manufacturer of the equipment and other than SM's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, SM makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SM shall not be liable for consequential damages.** SM does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **SM expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SM. Subscriber acknowledges that any affirmation of fact or promise made by SM shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SM's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SM has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SM's breach of this agreement or negligence to any degree under this agreement is to require SM to repair or replace, at SM's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SM will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SM shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SM's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SM, SM shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should SM be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SM for such service or material. NOTWITHSTANDING THE FOREGOING SM will be liable for damage to property while its employees are working on the premise but SM will not be liable for alarm equipment or service failure; customer carries insurance to cover those loses.

15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify SM if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. SM shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SM shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SM of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and SM fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to SM, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SM, evidencing that warranty service was requested by Subscriber.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SM's written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: SM is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SM's sole discretion for the installation and service of the security system, and SM shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SM.

19. LIEN LAW: SM or any subcontractor engaged by SM to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SM or SM's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SM, which shall not unreasonably be withheld. SM shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: SM and Subscriber agree that SM is not an insurer and no insurance coverage is offered herein. The security system, equipment, and SM's services are designed to detect and reduce certain risks of loss, though SM does not guarantee that no loss or damage will occur. SM is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SM's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.

22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SM is named as additional insured and which shall cover any loss or damage SM's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or SM's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SM shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SM and its subcontractors for loss or damages caused by perils intended to be detected by SM's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SM AS A RESULT OF SM'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SM'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SM'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SM'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SM'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by SM, the payments to be made by the Subscriber for the term of this agreement form an integral part of SM's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SM's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SM, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and SM shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by SM against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST SM ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision you are waiving your right to a trial before a judge or jury, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Oregon, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where SM's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SM 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

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

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify SM in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SM discovers the presence of suspected asbestos or other hazardous material, SM shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SM for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If SM, in its sole discretion, determines that continuing the work poses a risk to SM or its employees or agents, SM may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate SM for all services rendered and material provided to date of termination. SM shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SM be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

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

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SM for any fees or fines relating to permits or false alarms. SM shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons SM requiring any services or appearances, Subscriber agrees to pay SM \$150 per hour for such services and appearances. Subscriber shall reimburse SM for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SM a security interest in the security equipment installed by SM and SM is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize SM to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**ANDROK INCORPORATED
D/B/A SECURITY MONSTER:**

SUBSCRIBER:

By: _____
Signature

Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber