



Contract Number:

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

Sale Information:

Date: 06/17/2026 Purchase or Lease: Purchase Sale Type: Existing customer
Branch: Syracuse Upgrade: No Representative: Wager, Dan

Customer Billing Address:

Name: Town of Lansing
Address 1: 10 Town Barn Road
Address 2:
City, State, Zip: Lansing, NY 14882
Phone: 607.533.4328
Email: estehnach@lansingtownny.gov

Customer Site Address:

Name: Lansing DPW
Address 1: 10 Town Barn Road
Address 2:
City, State, Zip: Lansing, NY 14882
Phone: 607.533.4328
Email: mmoseley@lansingtownny.gov

I wish to sign up for paperless billing:

DOYLE SECURITY SYSTEMS, INC. (hereinafter referred to as "DOYLE" 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 below and on page 2 of this agreement.



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VOIP – If you are using Voice Over IP (VOIP) phone service, Doyle Security Systems holds no responsibility for the performance or stability of the phone service. Customer understand that power outages and loss of internet service will prevent the alarm system from communicating with the Emergency Response Center.

Bill Progression – Doyle Security Systems has the authority to progress bill as specific phases of this installation are completed.

Credit Reporting – Customer authorizes Doyle Security to secure a non-investigative consumer credit report from a consumer credit reporting agency as a condition for entering this agreement.

5 Day No Response Notification – Customer understands that the installed system will not be monitored or authorities notified until the fifth day after installation is complete.

Contract Length – Agreement for monitoring services are for _____ unless otherwise agreed and will renew automatically unless Doyle Security is notified at least 30 days prior to the renewal date.

Communication Options – Doyle Security Systems, Inc. reserves the right to select the best communication option between cellular, radio and internet and phone when our installation team is at the premise notwithstanding any prior conversations you may have had with a representative of Doyle Security Systems, Inc. regarding any other communication option. Communication option is based on signal strength and accessibility.

Communication Reliability – Communications options for signal transmission are not always 100% reliable. Doyle Security Systems, Inc. recommends that no less than two communications options be used. By checking this box, I acknowledge that I understand the Communications Options available to me.

Accepted on

In accepting this proposal, I agree to the terms, conditions, and disclaimer notice contained herein, including those of the following pages. I understand that they prevail over any variation in the terms and conditions on any purchase order or other document that I, or my employer, may issue. I have either typed or signed my name/signature below.

DOYLE SECURITY SYSTEMS, INC.

SUBSCRIBER:

By: _____
Signature

Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: _____



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1. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of _____ shall automatically renew month to month thereafter under the same terms and conditions unless either party gives notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Following the automatic renewal, Subscriber will be charged for the services provided herein at the same then-current rate and frequency existing at the end of the prior term. After the expiration of one year from the date hereof, DOYLE shall be permitted from time to time to increase all charges by an amount not to exceed the greater of nine percent each year and the amount of DOYLE's direct increase in fees charge by DOYLE's third party providers used for DOYLE's performance of services hereunder for the following year, and Subscriber agrees to pay such increase. DOYLE may invoice Subscriber in advance monthly, quarterly, or annually at DOYLE's option. Unless otherwise specified herein, all recurring charges for services in paragraphs 4(a)-(l) 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. In the event DOYLE agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period. In order to cancel the automatic renewal, if Subscriber entered into this agreement in-person, Subscriber may submit a request in writing to DOYLE, at its address listed at the head of this agreement, of Subscriber's intention not to renew the agreement. Alternatively, Subscriber may contact DOYLE via telephone or via Interactive Electronic Medium (e.g., internet website) to notify DOYLE of Subscriber's intention not to renew the agreement.

If Subscriber entered into this agreement via an Interactive Electronic Medium, Subscriber may use the simple and easy to find cancellation method DOYLE has in place through the same Interactive Electronic Medium in order to notify DOYLE of its intention not to renew the agreement.

If Subscriber entered into this agreement via telephone, Subscriber may contact DOYLE by telephone during normal business hours to notify DOYLE of Subscriber's intention not to renew the agreement.

By initialing, Subscriber acknowledges that this agreement contains an automatic renewal provision, and Subscriber consents to its inclusion in this agreement:

Subscriber to Initial: _____

2. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, DOYLE 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 DOYLE. 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 DOYLE or DOYLE's designee Monitoring Center and DOYLE 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 DOYLE and are not maintained by DOYLE, except DOYLE may own the radio network and DOYLE 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 DOYLE 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, DOYLE 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 DOYLE's notification obligation. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE 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 DOYLE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE \$50.00 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in DOYLE's sole discretion, in the event of civil unrest, rioting, or natural disaster which renders monitoring or first responder response impractical; in event of Subscriber's default in performance of this agreement; in event Monitoring Center facility or communication network is nonoperational; or Subscriber's alarm system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required. Upon suspension or termination of services, DOYLE will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. DOYLE is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service, or text message to Subscriber's cell phone. 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 DOYLE unless required by court order or request of law enforcement for exigent circumstances.

3. REPAIR SERVICE: Repair service includes all parts and labor, and DOYLE shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 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 to 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 DOYLE's written consent. If Subscriber has provided keys to the premises to facilitate repairs when Subscriber is absent from the premises, only repairs covered by the Repair Service Plan or authorized in writing will be performed.

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

4. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in this agreement, the equipment will transmit data via Subscriber's high-speed internet, cellular or radio communication service from remote device supplied by DOYLE or Subscriber's Internet or wireless connection device that is compatible with DOYLE's remote services. DOYLE 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 DOYLE has no control. The remote services server is provided either by DOYLE or a third party. DOYLE shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. DOYLE 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 (NIST) or any other established criteria for encryption and DOYLE shall have no liability for access to the alarm system by others.

5. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. DOYLE 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 DOYLE will authorize Subscriber access. DOYLE 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 DOYLE shall have no liability for such third party unauthorized access. DOYLE 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. DOYLE 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

6. 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, DOYLE or its designee shall store and/or backup data received from Subscriber's system for a period of one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE'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 DOYLE and DOYLE has no responsibility for such access or IP address service. DOYLE 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 by, DOYLE will maintain the database for the operation of the Access Control System. Subscriber will advise DOYLE of all changes in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DOYLE regarding personnel access must be in writing via email or fax to addresses designated by DOYLE. DOYLE 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

7. 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. DOYLE shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, DOYLE shall store data received from Subscriber's system for one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE'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 DOYLE and DOYLE has no responsibility for such access or IP address service. If system has remote access DOYLE 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 lockouts. DOYLE 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. DOYLE has made no representations and has provided no advice regarding the use of audio or video devices, and its Subscriber's sole responsibility to use the camera and audio devices lawfully.

8. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the Monitoring Center and record video data reception, upon which, DOYLE or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from

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Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of DOYLE or DOYLE's designee Monitoring Center and DOYLE 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 which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE, except DOYLE may own the radio network, and DOYLE 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 DOYLE with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the supervisory panel to input or delete data and programming. If Subscriber requests DOYLE to activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE \$49.95 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. DOYLE shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by DOYLE.

9. WATER VALVE SHUT OFF / THERMOSTAT / LIGHTING / LOCKS: If Water Valve Shut Off is included as a component of the system, the installation of the shut off device must be installed by Subscriber or a licensed plumber. DOYLE has no responsibility for the installation of water shut off valves and shall have no liability for the operation or efficacy of the device. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, or gas supplied kitchen or household appliances, Subscriber shall be responsible to engage a licensed professional independent of DOYLE to shut off the utility service or equipment. DOYLE has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by DOYLE. Thermostats, lighting, and other electronic devices may require a licensed electrician. Locks may require a licensed locksmith. Unless specifically included in the Schedule of Equipment and Services it is Subscriber's responsibility to engage a licensed electrician, locksmith, or other licensed tradesman to install certain devices to be provided by DOYLE or other trades.

LIMITED WARRANTY ON SALE

10. In the event that any part of the equipment installed by DOYLE becomes defective, DOYLE 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. DOYLE reserves the option to either replace or repair the 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. DOYLE is not the manufacturer of the equipment and, other than DOYLE'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, DOYLE 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 DOYLE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by DOYLE is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure, or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate, or minimize the likelihood of communicable disease, infectious agent, bacteria, virus, or any illness. DOYLE does not represent nor warrant that the system may not be compromised or circumvented, 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. **DOYLE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** 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 DOYLE. Subscriber acknowledges that any affirmation of fact or promise made by DOYLE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DOYLE's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no warranties which extend beyond those on the face of this agreement; and that DOYLE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DOYLE's breach of this agreement or negligence to any degree under this agreement is to require DOYLE to repair or replace, at DOYLE's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under 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, DOYLE will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

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GENERAL PROVISIONS

11. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF DOYLE: Provided Subscriber performs this agreement for the full term, upon termination, DOYLE 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 DOYLE is the intellectual property of DOYLE 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. Upon installation, the Equipment shall be deemed 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 DOYLE. DOYLE's signs and decals remain the property of DOYLE and must be removed upon termination of this agreement.

12. DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL: DOYLE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in 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 DOYLE'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 DOYLE, DOYLE 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 DOYLE 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 DOYLE for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by DOYLE's suppliers and vendors. Subscriber agrees to pay any increase for equipment or services to DOYLE by DOYLE's suppliers and vendors in connection with equipment and services to be provided by DOYLE to Subscriber. DOYLE will notify Subscriber of any such increase and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

13. 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 the Subscriber's sole responsibility to test the operation of the security equipment and to notify DOYLE if any equipment it is in need of repair. Service, if provided, is pursuant to paragraph 3. DOYLE shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, DOYLE 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 8 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise DOYLE of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and DOYLE 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 DOYLE, 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 DOYLE, evidencing that warranty service was requested by Subscriber.

14. 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 to 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 3 and will be repaired or replaced at Subscriber's expense payable at the time of service.. No apparatus or device shall be attached to or connect with the security system as originally installed without DOYLE's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: DOYLE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DOYLE's sole discretion for the installation and service of the security system, and DOYLE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, DOYLE shall not be responsible for the condition or the premises upon arrival 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. If a party executing this agreement is acting as an agent for a principal, it is agent's responsibility to disclose to DOYLE the name of the principal and to notify DOYLE in advance in the event agent's principal changes during the initial or renewal terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 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, and maintain areas in the premises where active electronics, such as panel, expansion devices, and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by DOYLE.

17. LIEN LAW: DOYLE or any subcontractor engaged by DOYLE 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.

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18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless DOYLE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by DOYLE's performance, negligence or failure to perform any obligation under or furtherance of this agreement. 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 DOYLE or DOYLE'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 DOYLE, which shall not unreasonably be withheld. DOYLE 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.

19. EXCULPATORY CLAUSE: DOYLE is not an insurer and no insurance coverage is offered herein. The equipment and DOYLE's services are designed to detect and reduce certain risks of loss, though DOYLE does not guarantee that no loss or damage will occur. No equipment provided by DOYLE is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate, or minimize the likelihood of communicable disease, infectious agent, bacteria, virus, or illness. DOYLE is not assuming liability, and, therefore, Subscriber agrees DOYLE, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue DOYLE, for any loss, economic or non-economic, business loss or interruption, consequential damages to the extent permitted by law, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition, or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DOYLE'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 gross negligence and willful misconduct.

20. 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 DOYLE is named as additional insured, proof of which shall be provided to DOYLE, and which shall on a primary and non-contributing basis cover any loss or damage DOYLE's services are intended to detect in an amount deemed sufficient by Subscriber and to indemnify DOYLE in the event of destruction of the premises or equipment. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or DOYLE's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. DOYLE 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 DOYLE and its subcontractors for loss or damages caused by perils intended to be detected by DOYLE'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.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR DOYLE'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF DOYLE AS A RESULT OF DOYLE'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE, OR NEGLIGENT FAILURE TO PERFORM ANY OF DOYLE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT, EQUIPMENT FAILURE, HUMAN ERROR, STRICT PRODUCTS LIABILITY, OR ANY OTHER LEGAL DUTY, IN CONTRACT, TORT, EQUITY, OR LAW, ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ACTUAL, COMPENSATORY, OR NOMINAL, THAT DOYLE'S LIABILITY AND DAMAGES, WHETHER ACTUAL, COMPENSATORY, NOMINAL, CONSEQUENTIAL (TO THE EXTENT PERMITTED BY LAW), PUNITIVE, EXEMPLARY, STATUTORY, OR ANY OTHER DAMAGE 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 DOYLE'S AMOUNT OF LIMITATION OF LIABILITY AND DAMAGES, 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 DOYLE'S INCREASED LIABILITY AND DAMAGES. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. DOYLE'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by DOYLE, the payments to be made by the Subscriber for the term of this agreement form an integral part of DOYLE's anticipated profits, notwithstanding conditions rendering DOYLE's performance impossible, unless caused by DOYLE, and that in the event of Subscriber's default it would be difficult if not impossible to fix DOYLE's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to DOYLE, 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 DOYLE 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. Additionally, in the event DOYLE retained ownership of the Communication System and Subscriber breaches this agreement or this agreement expires for any reason, DOYLE may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. Upon suspension or termination of services DOYLE will notify Subscriber

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of such termination. DOYLE is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service, or text message to Subscriber's cell phone.

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 NATIONWIDE ARBITRATION SERVICES INC. PURSUANT TO ITS RULES AT WWW.NATIONWIDEARBITRATIONSERVICESINC.COM OR ARBITRATION SERVICES INC. PURSUANT TO ITS RULES AT WWW.ARBITRATIONSERVICESINC.COM, OR THEIR SUCCESSORS OR ASSIGNS, THE TERMS OF THIS AGREEMENT AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT PERMITTED BY LAW) MAY BE AWARDED. The parties consent to repeat arbitrators who shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, or submission of papers. A party requesting in-person discovery, in-person hearing, or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award, and waive their right to participate in a class action. In the event of any litigation between the parties, they waive the right to a jury trial unless prohibited by law. 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 designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs, and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs, and disbursements for such proceeding. All actions, arbitrations, or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against DOYLE with 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.

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

24. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DOYLE 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 DOYLE discovers the presence of suspected asbestos or other hazardous material, DOYLE 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 DOYLE for any additional expenses caused by the delay. If DOYLE, in its sole discretion, determines that continuing the work poses a risk to DOYLE or its employees or agents, DOYLE may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate DOYLE for all services rendered and material provided to date of termination. DOYLE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall DOYLE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

25. 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 DOYLE assigned by DOYLE to perform any service for or on behalf of Subscriber for a period of two years after DOYLE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, DOYLE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with DOYLE, times twelve, together with DOYLE's counsel and expert witness fees.

26. FALSE ALARMS / PERMIT 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 DOYLE for any fees or fines relating to permits or false alarms. DOYLE shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire 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. Should DOYLE 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 DOYLE for such service or material.



Contract Number:

Licensed by N.Y. Department of State
License # 12000084040

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

28. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes DOYLE to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

29. 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 unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other provision in this agreement unenforceable.

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Additional Equipment, Systems and Service Disclaimer Notice

The subscriber acknowledges that a representative of Doyle Security Systems, Inc. (hereinafter referred to as "DOYLE" or "Alarm Company") has explained additional equipment, systems and protection that may be available from DOYLE, for additional charges, and the subscriber has had a sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- Hard wired systems
- Wireless systems
- Additional contacts
- Motion detectors
- Audio surveillance
- Guard response
- Stationary guards
- UL, ETL, or other national recognized testing lab approved installation
- UL, ETL or other nationally recognized testing lab approved monitoring
- Sprinkler / fire alarm
- Electrical surge protection
- Data storage and retrieval
- Access control
- Fire, smoke, carbon monoxide, water, heat, temperature
- Roof, attic walls, exterior
- Independent secondary systems
- Video monitoring
- Cellular / radio backup
- Latest technology
- Dedicated telephone line communication

The subscriber acknowledges that:

- Not all of the above services are available or offered by DOYLE but the services and equipment were brought to the subscriber's attention and the subscriber declined such services or the opportunity to obtain the services from other security companies.
- The DOYLE explained the difference between VOIP and standard telephone line service and that DOYLE recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable and not compatible with the alarm system. The subscriber acknowledges that if VOIP is used it is at the subscriber's sole risk.
- That DOYLE is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the subscriber's responsibility to secure access to the system with passcodes and lockouts.
- That DOYLE has advised the subscriber of any permits required for the alarm system and monitoring, and subscriber acknowledges that it is subscriber's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service, and
- That smoke detectors and other battery-operated devices must be checked monthly, batteries replaced at least annually, and that the subscriber is responsible to check and replace batteries.
- That if audio or video devices are installed, the subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DOYLE has made no representations and has provided no advice regarding the use of audio or video devices.
- If DOYLE is taking over the system installed by anyone other than DOYLE, Subscriber declines inspection of existing system installed by others and assumes all risk and conditions of the system and has only requested DOYLE to reprogram communication and monitor existing system with no repair obligation.