

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
SPECIAL MEETING
JULY 28, 2020**

MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT AGENDA
JULY 28, 2020 5:30 P.M.
CALL IN NUMBER: 1-866-906-9330 ACCESS CODE: 4863181

District Board of Supervisors	Chairman Vice-Chairman Supervisor Supervisor Supervisor	Demetrius Rose Troy Gough Mindy Jacobson Winthrop Tyler Kyle Matthews
District Manager	Meritus	Nicole Hicks
District Attorney	Straley Robin Vericker	John Vericker Vivek Babbar
District Engineer	Stantec	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at **5:30 p.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the second section called **Public Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The third section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager’s office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Vendor/Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The sixth section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District’s needs. The final section is called **Audience Questions, Comments and Discussion Forum**. This portion of the agenda is where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Agendas can be reviewed by contacting the Manager’s office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Board of Supervisors
Mirabella Community Development District

Dear Board Members:

The Special Meeting of Mirabella Community Development District will be held on **Tuesday, July 28, 2020 at 5:30 p.m. via conference call at the information listed below.** Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Discussion on Security Camera Proposal..... Tab 01
 - B. Discussion on Pool Entry System ProposalsTab 02
 - C. General Matters of the District
- 4. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 5. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**
- 6. ADJORNMENT**

While it is necessary to hold the above referenced meeting of the District’s Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically at 1-866-906-9330, Participant Access Code – 4863181. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at 813-873-7300 to facilitate the Board’s consideration of such questions and comments during the meeting.

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Nicole Hicks,
District Manager



Amenity Center Security Upgrades (Rev.2)

Mirabella

10629 Massimo D
Wimauma, FL USA
(813) 397-5120

Prepared by:
Securiteam
Frank Prete
Frank@mysecuriteam.com
(813) 909-7775

Summary of Qualifications

Securiteam Inc.

- Securiteam is locally owned and operated in Tampa, FL
- Installations include Moffitt Cancer Center, The US Coast Guard, Wal-Mart, Black & Decker, National Gypsum, Kinder-Morgan, Macy's and Many Communities.
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- \$2 Million Liability Insurance policy
- A+ rating by the BBB
- 24/7/365 live tech support

Key Personnel

Rob Cirillo – Founder & CEO

- 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- Automatic Fire Alarm Association Trained and Certified

Frank Prete – Project Manager and Sales

- 20+ Years technical industry experience
- Certified for Burglar Alarm and Fire Alarm Installations

Technical Team

- Installers and Service Technicians average over 7 years of experience

Community Security Specialists

- We protect dozens of communities in and around the Tampa bay area. Through experience, we have developed field tested integrated security solutions that are ideal for amenity centers, clubhouses community entrances and common areas.

Available Services include:

- [Virtual Security Guard](#)
- Guest Wi-Fi Access
- Background Music
- Access Control System
- Burglary and Fire Alarms
- Super HD Surveillance Systems

3-Year Manufacturer's Warranty on cameras and recorders.



The Securiteam Difference

Super HD Image quality



Securiteam Super HD 4K technology 10X more Detail competitors' 1080p technology



Improved Night-time images

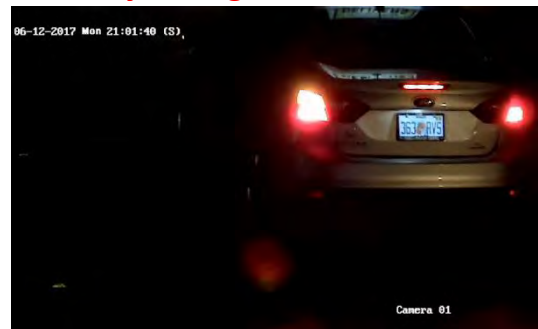
Next-Generation **Matrix Infra-Red** technology uniformly illuminates the scene at night.

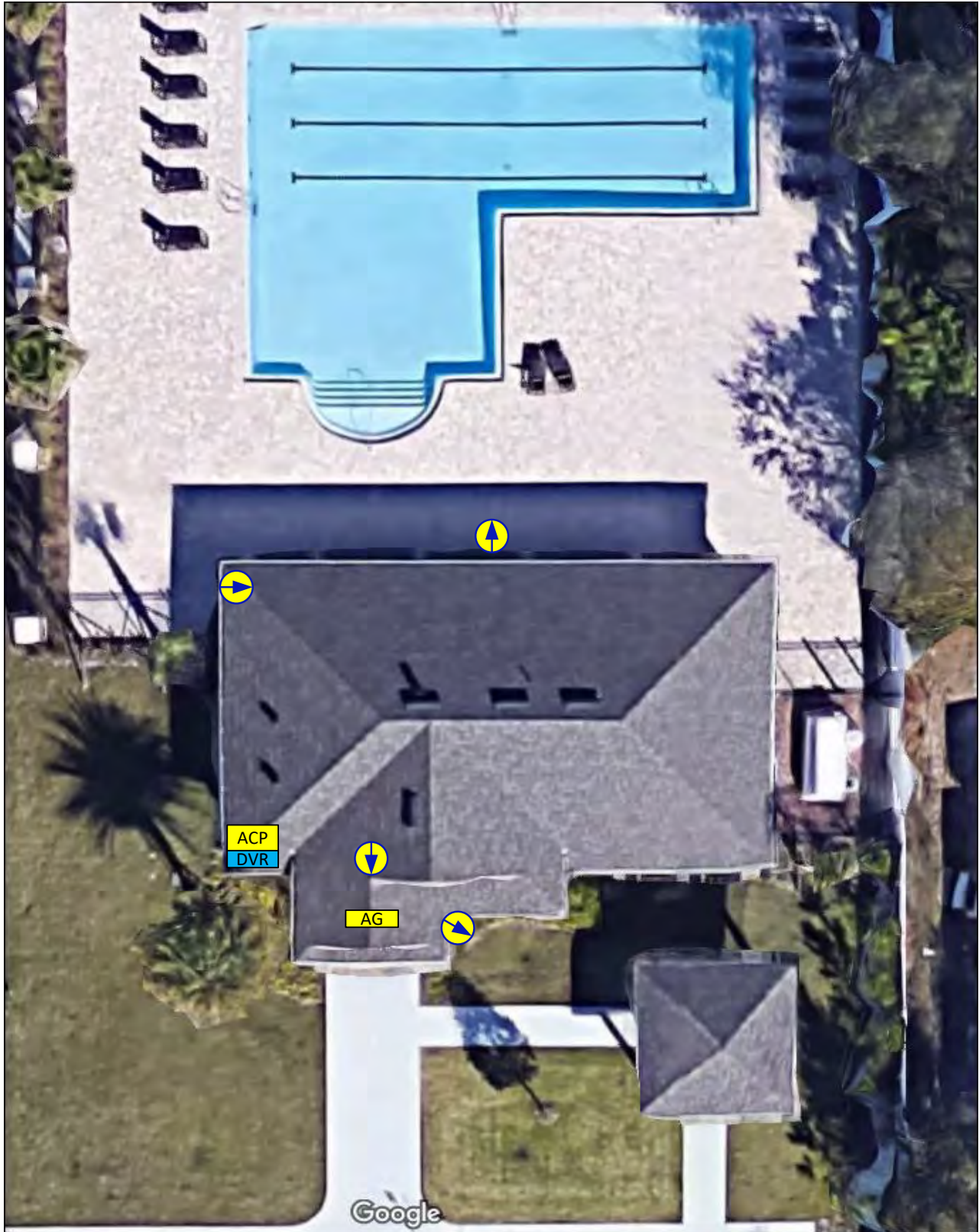
Better Images in variable lighting scenes

Wide Dynamic Range technology balances bright and dim areas of the scene



The Clearest HD License Plate Capture **Day or Night**





**MIRABELLA
 AMENITY CENTER SECURITY UPGRADES (REV.2)**

ACCESS CONTROL SYSTEM

1	eMerge Essentials Plus 4-Portal Access Controller	
1	Door access power controller	
1	HID Mini Proximity Reader	
1	1200 LB Electro-magnetic lock - Weldable	
1	Z-Bracket for 1200 lb Weldable Maglock	
1	Enforcer Illuminated Request Exit to button with timer	
0.5	Outdoor and Direct Burial Rated Security/Fire Cable	
0.5	Outdoor (and direct burial) rated Reader Cable	
20	1" EMT Conduit - 10FT	
2	3/4 PVC Conduit - 10FT	
Area Labor & Equipment Total		\$5,762.00

SURVEILLANCE UPGRADES

1	Platinum Professional Level 8 Channel HD-TVI DVR	
1	1 Terabyte surveillance grade hard drive	
1	Manufacturers 3 Year Warranty	
4	Platinum Wide Angle 5MP Super HD Turret Camera	
1	9 channel power supply with surge protection	
4	Universal camera junction box	
0.5	CCTV Cable	
Area Labor & Equipment Total		\$2,656.00

ACCES CONTROL CREDENTIALS

280	Genuine HID Keyfob	\$5.00 each
Area Labor & Equipment Total		\$1,400.00

PROJECT SUMMARY

TOTAL (plus applicable taxes) \$9,818.00

- **Internet Service required for remote access to systems**
- **50% down and balance upon substantial completion or**
- **Lease Options (\$0 down, \$250 document fee, \$1 buyout at the end of term):**
36 months @ \$334.79, 48 months @ \$262.14 or 60 months @ \$218.94 (estimated)
- **Prices don't include municipal permit fees if applicable.**
- **Customer to supply: AC power to Securiteam specifications**

Product Details



eMerge Essentials Plus 4-Portal Access Controller
eMerge Essential Plus 4D
 The eMerge Essential Plus™ embedded browser-based network appliance makes advanced security technology reliable and affordable for any entry-level access control application. With tens of thousands of access control systems deployed in the field, and backed by decades of experience, Linear continues to deliver unprecedented value and innovation.

This full-featured, self-contained hardware/software access systems is perfect for commercial, industrial, banking, medical, retail, hospitality, and other businesses where users need to secure their facilities, manage access of personnel, create and analyze reports, and monitor the system remotely from any web browser.



Door access power controller **AL400ULACM 3AMP**
 The most important part of the access control system, the power controller determines which doors are locked and which ones are unlocked. A faulty power controller can restrict emergency egress from the building in the event of a fire. Backup batteries maintain lock functionality in the event of a power outage. 3 amp output.
http://altronix.com/library/pdf/data_sheets/DS_ACMseries.pdf



HID Mini Proximity Reader **HID Mini 6005BGB00**
 Providing performance and reliability, HID's attractive, unobtrusive ThinLine II® proximity card reader is housed in a two-piece, weatherproof secure potted enclosure.



1200 LB Electro-magnetic lock - Weldable **1200 LB Weldable Maglock**
 Features: •For outdoor sliding and swinging electric gates. •Brackets can be welded or bolted directly to gate. •Brackets are zinc-plated for corrosion resistance. •Brackets have black finish to match most gates. •Lock is water and vandal-resistant. •Lock has attractive stainless-steel finish. •Maintenance-free, factory-sealed design. Prewired for 12VDC operation. •Adapter and mounting hardware included.

http://www.seco-larm.com/image/data/A_Documents/01_PI-Sheets/PI_E-94XFC-XXXSQ_150930.pdf



Enforcer Illuminated Request Exit to button with timer **Outdoor RTE w Timer**
 •Piezoelectric pushbuttons for indoor or outdoor use (IP65).
 •No moving parts for heavy duty use.
 •LED ring around button changes from green to red or red to green when the button is pressed.
 •Timed or toggle output.
 •SD-6176-SSVQ and SD-6276-SSVQ include separate manual override button for use in case of a power failure to the pushbutton.

<http://www.seco-larm.com/pdfs/PI-SD-6x73-SSxO.pdf>



Outdoor and Direct Burial Rated Security/Fire Cable
 Direct Burial 18/4 x 1000
 Outdoor and direct burial rated cable listed for fire and security applications



Outdoor (and direct burial) rated Reader Cable
 DB Reader Cable 18/6x1000
 18 AWG 6 Conductor Bare Copper, Shielded with Water Block Tape and overall jacket. Material suitable for underground use and indoor trays. (Low voltage industrial process control circuits, Power-Limited circuits, Power-Limited fire alarm circuits, Power-Limited try cable PLTC)



Platinum Professional Level 8 Channel HD-TVI DVR LTD8308K-ET
 8 Channel Video Recorder H.265/H.265+
 Support HD-TVI / AHD/ ANALOG / CVI / IP input (5 in 1)
 1CH-2CH support up to 3MP HD-TVI input
 2CH 4MP IP Cameras input
 Support Live View, Storage, Playback up to 8 HD-TVI / Analog Cameras + 1 IP Camera
 Up to 1080P HDMI Video Output
 CVBS Output
 2 SATA up to 16 TB HDD each
 2 USB 2.0
 1080P@30fps with LTS efficient mode on
 ** 3-year manufacturers warranty **



1 Terabyte surveillance grade hard drive WD TSD-1000EARS
 Enterprise grade drive optimized for the demanding requirements today's HD Surveillance Systems



Manufacturers 3 Year Warranty LTS P3YRWAR
 3-Year Manufacturers Warranty on all Platinum Recorders and Cameras



Platinum Wide Angle 5MP Super HD Turret Camera
 CMHT1752 -28 5MP HD-TVI
 * 5MP Ultra Low Light
 • 2.8mm Fixed Lens
 • 2560x1944@20fps
 • 0.008 Lux@F1.2
 • IP67



9 channel power supply with surge protection
 ATK 9 Camera power supply
 Power Supply Box for CCTV, DC 12V, Fuse, 18 Port ; 18 Amp, Indoor Only
 Professional power supply with 9 surge protected and isolated camera inputs
<http://www.ltsecurityinc.com/power-supply-dv-ac2408a-d07.html>



Universal camera junction box
 Cameras Supported: small turret and bullet cameras, including
<http://www.ltsecurityinc.com/more/mounting-bracket.html>

Universal Junction Box



Genuine HID Keyfob
 The ProxKey III is a proximity card keyfob for access control offering HID proximity technology in a convenient, pocket size device. The proximity card keyfob easily attaches to a key ring, badge clip or lanyard. The ProxKey III is built to withstand harsh operating environments or handling.
http://https://www.hidglobal.com/sites/default/files/resource_files/prox-proxkey-iii-keyfob-ds-en.pdf

Prox III Keyfob



TERMS, SCOPE & ACCEPTANCE

Your satisfaction is important to us, and we plan to exceed your expectations!
This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of one year from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- A/C Power
- Applicable internet or telephone communications services

Accepted by

Date

Securiteam

I accept this proposal and authorize the work to be done and accept responsibility for payments due.



Branch:	6874	Sales Representative:	David Girgis	Today's Date:	6/5/2020
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Customer Information			
Business Name:	Mirabella CCD	Phone:	(262)391-1680
Address:	14306 Romeo Blvd WIMAUMA, FL 33598	Billing Address:	14306 Romeo Blvd WIMAUMA, FL 33598

Investment Summary

Total Equipment and Installation Charge: \$8,531.23

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$5,580.00 of these Equipment Charges, with a remaining balance of \$2,951.23 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Recurring Service Charges: \$62.48 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

Licenses and Permit Charge: \$0.00

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

Term Length: 60 Months

Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

Site Location Information			
Location Name:	Mirabella CCD		
Address:	14306 Romeo Blvd WIMAUMA, FL 33598		
Site #:	0	Phone:	(262)391-1680

System Design Information			
System Design Name:	ACCESS CONTROL 1 DOOR-PURCHASE OPTION	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

ACCESS CONTROL 1 DOOR-PURCHASE OPTION

Brivo Services	Brivo Onair Reader Monthly Data Plan: 1
Service Plan	ADT Protection Plan

Equipment List

Quantity	Material Code	Description
3	88215681	CONDUIT PVC-1 -40 1 inch 10Ft
1	TS-21G	Green Exit Button
1	6005BKB00	Prox Point Plus Reader Black
100	WG-31951099-WR	PROFUSION ACCESS CTRL CABLE PL enum - 22 6 shld 2-18 4 1-18
1	B-ACS6000-E	Brivo OnAir ACS6000 2 Door Ethernet Control Panel (Includes chassis enclosure, Cabinet Lock and Wifi)
1	AL125ULP	ALTRONIX 1 AMP POWER SUPPLY

Equipment & Installation Total	\$5,770.51
Estimated Taxes	\$0.00
Monthly Fee	\$42.49

Scope Of Work

INSTALL 1 BRIVO 6000E CONTROL PANEL
 INSTALL 1 POWER SUPPLY
 INSTALL 1 MAG LOCK-ENTRY GATE
 INSTALL 1 PUSH TO EXIT BUTTON
 INSTALL 1 CARD READERS
 SET UP BRIVO INTERACTIVE SERVICES
PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$2.50 EACH (PER 100 CARD BOX)

Inclusions/Exclusions

System Design Information

System Design Name:	VIDEO SURVEILLANCE -HYBRID DVR WITH 1 CAMERA	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

VIDEO SURVEILLANCE -HYBRID DVR WITH 1 CAMERA

Service Plan ADT Protection Plan

Equipment List

Quantity	Material Code	Description
1	88215681	CONDUIT PVC-1 -40 1 inch 10Ft
100	WG-50922101-WR	23/4PR CAT6+ CMR 1M RLBX WHT
1	0E-22VGHDMI2	22 Inch Full Hd Pro Grade Color Monitor; 1920 X 1080P; Vga; Hdmi
1	O4VFDM	4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing
1	H16HRL8TB	16CH Hybrid Digital Recorder, 8TB, 8 TVI/ 8IP ports

Equipment & Installation Total	\$2,760.72
Estimated Taxes	\$0.00
Monthly Fee	\$19.99

Scope Of Work

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:
 1-SPECO 16 CHANNEL 8TB HYBRID NVR
 1- 22' HD MONITOR
 1-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS
 CAMERA#1 FENCE ENTRY VIEW
 MIGRATE EXISTING 3 ANALOG CAMERAS TO NEW HYBRID DVR
 ADDITIONAL CHARGES APPLY TO REPLACE NON-WORKING COMPONENTS/WIRING*
 SET UP REMOTE VIEW

Inclusions/Exclusions

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Appendix 1: Warranty | <input checked="" type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions |
| <input checked="" type="checkbox"/> Appendix 2: General Terms and Conditions | <input checked="" type="checkbox"/> Appendix 7: Monitoring Agreement |
| <input type="checkbox"/> Appendix 3: NASPO Terms and Conditions | <input checked="" type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| <input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions | <input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions |
| <input type="checkbox"/> Appendix 5: ATM Software Support Agreement | <input type="checkbox"/> Appendix 10: Special Provisions |

Master Agreement

Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 90 Days.

Installations. ADT warrants installation of equipment for a period of 90 Days beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 90 Days beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:

- a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects; and/or
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (7:30 am to 4:30 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Duration of Agreement. Duration of Agreement. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party.

12. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

13. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

14. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

15. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

16. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

17. Limitation of Liability. For box sales and test and inspect services, notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, errors, delays and/or interruptions relative to the Services exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

18. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

19. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

20. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

21. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

22. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

23. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

24. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

25. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

26. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 7:30 am and 4:30 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

27. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

28. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

29. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

30. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

31. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices

32. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if

delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

33. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

34. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

35. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason

36. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

APPENDIX 6 – RECURRING SERVICES TERMS AND CONDITIONS

In addition to the terms and conditions set forth in Appendix 2, this Appendix contains terms and conditions applicable to recurring services provided by ADT to Customer other than the services set forth in Appendices 7, 8 and/or 9. If the event of any conflict between Appendix 2 and this Appendix 6, the terms of this Appendix 6 shall prevail. This Appendix 6 does not apply to monitoring services and/or hosted services (see, if attached, Appendices 7, 8 and/or 9). Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to recurring services.

1. Term. The initial term of this Appendix shall be for Sixty (60) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Customer has selected.

2. Auto Renew. Upon the expiration of the Initial Term, all selected recurring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Customer may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to any of the selected recurring services.

3. Pricing Change. ADT may increase the charges for the recurring services after the first year of the Initial Term (but no more than once in any twelve (12) month period) by giving Customer thirty (30) days prior written notice.

4. Early Termination. In the event that the Customer terminates a recurring service during the Initial Term or during a Renewal Term, Customer shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such recurring service. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

APPENDIX 7 – MONITORING

This Appendix shall be the exclusive terms and conditions applicable to monitoring services provided by ADT to Customer (referred to in this Appendix 7 as "Subscriber"). Appendices 2 and 3 do not apply to any such monitoring services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to monitoring services.

1. Scope of Agreement. ADT will provide (or cause to be provided) the alarm monitoring and notification services specified on the Proposal for the security alarm system at the location(s) shown in the Proposal. References in this Appendix 7 to ADT shall mean, as the case may be, ADT or the company retained by ADT to provide the alarm monitoring and monitoring services set forth herein.

2. Service to be Provided. The alarm monitoring and notification services to be provided shall be provided on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring and notification services shall consist of the receipt of signals from Subscriber's security alarm system and providing notification to Subscriber's designees as specified in this Appendix in the event of an alarm. The services shall be via cable, telephone lines, internet protocol, and/or radio/cellular.

3. Term. The initial term of this Appendix shall be for Sixty (60) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Subscriber has selected.

4. Auto Renew. Upon the expiration of the Initial Term, all monitoring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Subscriber may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to monitoring services.

5. Pricing Change. ADT may increase the monitoring charges (for any or all locations covered by this Agreement) after the first year of the Initial Term for each such location (but no more than once in any twelve (12) month period) by giving Subscriber thirty (30) days prior written notice.

6. Early Termination. In the event that the Subscriber terminates any monitoring services during the Initial Term or during a Renewal Term, Subscriber shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such monitoring services. Subscriber acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

7. Notification Services; Information Required from Subscriber. a) The Subscriber shall furnish to ADT and supplement and update Exhibit B2 including a complete and accurate list of names and telephone numbers of all persons to be contacted by ADT in the event of an alarm (the "Call List"). ADT shall be entitled

to rely in full upon all information in the most recent signed and dated Call List received from Subscriber, regardless of any earlier or later Call List or other information provided. In order to modify the Call List, Subscriber shall complete, sign, date, and submit to the ADT a new Call List. ADT will not rely on any unsigned Call List or any alarm monitoring information not contained on a signed, dated Call List. Additional fees apply for the following services: any changes to the Call List, system code changes and any special reports requested by Subscriber.

b) Upon receipt of an alarm signal from Subscriber, ADT shall promptly notify the person(s) or entity(ies) identified on the Call List. Notification of Police (PD), Fire (FD), the alarm location (LOC), Guard Service (FR), and/or Subscriber's designated Responsible Party(ies) shall proceed in the order indicated on the Call List. Where "RP" is designated, ADT shall call the Responsible Parties identified on the Call List, proceeding in the order listed until a Responsible Party responds with the correct Pass Code. If no Responsible Party answers, the "RP" notification shall be deemed complete when ADT has called each phone number listed on the Call List. It is expressly agreed that ADT is entitled to rely on any direction provided by a Responsible Party who provides a correct Pass Code, including a direction to discontinue further notifications. ADT shall be deemed to have fully discharged any duty to the Subscriber under the Agreement when it has completed all notifications indicated in the Codes and Procedures. All notifications shall be by telephone using the phone number(s) listed unless otherwise indicated on the Call List. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of emergency response providers in response to an alarm, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the alarm before dispatch. We do not guarantee that such additional measures will be successful or that emergency response providers will be dispatched should an alarm occur.

8. Subscriber's Alarm Equipment. The Subscriber shall be solely responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be maintained, operated, and tested regularly and in accordance with the manufacturer's recommendations. ADT's obligations under the Agreement exclude any testing, operation, or maintenance of Subscriber's equipment or systems. The Subscriber shall not maintain or use any devices that interfere with the effectiveness and/or functioning of the alarm system. Under no circumstances shall ADT be responsible or liable for the performance of any alarm equipment on the Subscriber's premises.

9. Limitation of Services. The services described herein are only deterrents and notifications. ADT does not guarantee that such deterrents will prevent theft, loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in the Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ADT MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ADT NEITHER REPRESENTS NOR WARRANTS: THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM WAS DESIGNED TO OR WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OR ILLNESS, OR OTHERWISE; OR THAT THE SYSTEM WILL PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ADT SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY ADT IN ELECTING TO ENTER INTO THIS AGREEMENT OR THAT, ABSENT SUCH REPRESENTATION, SUBSCRIBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. THIS AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

10. Notification of Authorities. Upon receipt of an alarm signal from Subscriber, ADT shall notify persons and entities specified on the Call List, and further may, but shall have no obligation to, notify police, fire, or other authorities not listed on Call List. Subscriber shall promptly pay any costs, fees, fines or charges by any government or emergency response entity, including "false alarm" or similar, in connection with any notification of an alarm regardless of whether such government/entity is specified in the Codes and Procedures or the Call List. ADT may invoice Subscriber for such costs, fees, fines or charges. Certain cities have policies that require alarm verification prior to dispatching emergency services. Subscriber is to inquire with the applicable municipality about any such verification requirements and what steps, if any, must be taken in the event of an alarm. **NOTE:** In jurisdictions where required, a Direct Connection to the Municipal Police, Fire Department or other Agency shown shall be provided. In addition, certain states require alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Subscriber understands and agrees that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other locations and that the personnel of such Municipal Police and/or Fire Departments or other locations are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. In certain states, Subscribers using the protected premise to store firearms or ammunition and which hold a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT.

11. Payments. Upon entering into the Agreement, Subscriber shall pay the amounts set forth in the Proposal for setup of the monitored alarm account, alarm monitoring fees (billable in advance), and any permit fees specified on Exhibit A. Subscriber shall be responsible for and shall reimburse ADT for all taxes, permits, fees, and fines, arising out of the monitoring services, including but not limited to (i) any costs, fees, fines or charges referenced in Section 10 hereof and (ii) any permit fees set forth on Exhibit A hereof, and/or (iii) any taxes imposed by any governmental agency.

12. Communications Media: Limitations. Subscriber recognizes that the alarm signals and communications contemplated under this Appendix are transmitted over telephone or other cable lines, internet protocol, or by radio/cellular, and the maintenance and performance of such lines, networks, or radio/cellular systems are beyond the control of ADT. Under no circumstances shall ADT be responsible or liable for any failure of performance or malfunction due to ineffective transmission through lines under the control of third parties, including but not limited to telephone companies, cable companies, other utilities, or due to malfunctioning radio systems.

13. Waiver of Consequential Damages; Limitation of Liability. **IN NO EVENT WILL ADT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION SUBSCRIBER MAY HAVE AGAINST ADT OR ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE CLAIM, LOSS, DAMAGE OR LIABILITY. THE LIMITATION OF LIABILITY AS HEREIN SET FORTH IS KNOWINGLY FIXED BY THE PARTIES HERETO AS LIQUIDATED DAMAGE AND NOT AS A PENALTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SERVICES PROVIDED UNDER THIS APPENDIX ARE SOLELY FOR SUBSCRIBER'S CONVENIENCE, AND ADT IS NOT AN INSURER OF SUBSCRIBER'S SECURITY OR ALARM SYSTEMS OR OF ANY FAILURE TO REPORT AN ALARM. SUBSCRIBER SHALL SEPARATELY OBTAIN ANY INSURANCE IT MAY DESIRE AGAINST SUCH RISKS. THE PRICING CONTEMPLATED IN THE AGREEMENT IS BASED ON ADT'S COST OF PROVIDING THE SERVICES AND DOES NOT TAKE INTO ACCOUNT ANY ASSUMPTION OF RISK OR RESPONSIBILITY BEYOND THE LIMITATIONS AGREED HEREIN. THE AGREED PRICING IS NOT SUFFICIENT TO WARRANT THE ASSUMPTION OF ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO THE SUBSCRIBER DUE TO ANY FAILURE TO PERFORM, FAILURE OF ANY EQUIPMENT OR SYSTEMS, FAILURE OF ANY ALARM TO BE RECEIVED BY ADT FROM THE SUBSCRIBER, OR BECAUSE OF ANY DELAY IN OR FAILURE OF ADT TO DISPATCH PUBLIC AUTHORITIES, FIRE, POLICE, OR OTHERS TO INVESTIGATE OR RESPOND TO AN ALARM. SUBSCRIBER SPECIFICALLY AGREES THAT ADT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. ADT'S LIABILITY UNDER THIS APPENDIX, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO ADT UNDER THE AGREEMENT. THIS SUM SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADT, ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY**

REASON WHATSOEVER, ALL OF THE PROVISIONS, LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO ADT LIABILITIES SHALL SURVIVE SUCH EXPIRATION OR EARLY TERMINATION. IF SUBSCRIBER WISHES ADT TO ASSUME A GREATER DOLLAR LIABILITY THAN PROVIDED FOR IN THIS AGREEMENT, SUBSCRIBER MAY OBTAIN FROM ADT A HIGHER LIMIT BY PAYING A HIGHER MONITORING CHARGE TO ADT. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL COST, BUT SUCH RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ADT LIABILITY IN EXCESS OF SUCH PROVISIONS.

14. Events Beyond ADT's Control. Communication lines, cable, telephone lines, internet connections/protocols, radio/cellular systems or equipment and instruments used by ADT in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes and ADT may be unable to secure or retain connections or privileges necessary for the transmission of signals between or among the alarm location, the ADT's facilities, any central monitoring station, Call List designees, police or fire dispatch centers having jurisdiction over the alarms, or other parties, all of which events are beyond ADT's control. ADT shall have no liability for events beyond its control. Should conditions beyond ADT's control, including but not limited to strike, flood, riot, fire, explosion, war, conflict, line damage, antenna failure, communications network failure, or other causes beyond the reasonable control of the ADT, hinder or prevent the performance of ADT's services, then ADT (upon learning of the issue) will notify the Subscriber as soon as is reasonably practical of the nature and extent thereof and the approximate anticipated duration. Upon such notification either party shall have the following options: (a) to proceed under this Appendix; or (b) to terminate this Agreement. If the Agreement is terminated, the Subscriber shall pay to ADT all fees and charges through the date of termination and the ADT shall refund any prepaid amount through the date of termination, less any equipment charges still due for ADT owned equipment. Upon such payment, the contractual relationship between the parties shall terminate.

15. Indemnity. SUBSCRIBER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ADT FROM AND AGAINST ALL CLAIMS, INCLUDING THIRD PARTY CLAIMS, LIABILITIES AND DAMAGES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS AND ATTORNEYS' FEES) RELATING TO THE DESIGN, INSTALLATION, PERFORMANCE OR OPERATION OF THE SYSTEM, THE MONITORING OF THE SYSTEM, AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT OCCURS AT OR AROUND THE PREMISES, INCLUDING, BUT NOT LIMITED TO, SUCH CLAIMS OR LIABILITIES THAT ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, AND/OR STRICT LIABILITY BY ADT, OUR ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

16. Integration. The terms and conditions stated herein constitute the final complete agreement between the Subscriber and ADT with respect to monitoring services. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and ADT.

17. Subcontracting; Assignment. Neither party may assign the Agreement without the express prior written consent of both parties. ADT may, in ADT's sole discretion and without notice to Subscriber or any other person, provide to any actual or prospective assignee, purchaser, transferee, or participant, any information that ADT have or know pertaining to this Agreement. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to ADT's disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of, and are applicable to, any assignees and subcontractors with the same force and effect as they bind Subscriber to ADT. Subscriber further acknowledges that any assignees of this Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

18. Governing Law. This Appendix shall be interpreted and construed in accordance with the laws of the State where the monitored premises are located.

19. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, or on any appeal there from.

20. Notices. Notices, other than fee adjustments, shall be deemed given when delivered in person, delivered via reputable overnight courier service (such as FedEx or UPS) or delivered by USPS certified mail, return receipt requested, addressed to the parties at the addresses set forth in the Proposal. All changes of address must be in writing and delivered as provided in this Section.

21. Survival. The provisions of this Appendix pertaining to consequential damages, liability limitation, events beyond ADT's control, termination, indemnity, integration, and severability shall survive any termination or expiration of the Agreement.

22. Severability. If any provision in this Appendix is held to be invalid or unenforceable, such provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.

23. Waiver of Jury Trial. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.

The following provisions apply to monitoring systems that include Mobile Control by Alarm.com.

Subscriber acknowledges that (i) it has read and accepted the Alarm.com terms below, and (ii) Subscriber must activate its Alarm.com account online pursuant to the instructions given to Subscriber by Alarm.com, and until Subscriber so activates its Alarm.com account, Subscriber will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that Subscriber will not have the enhanced Mobile Control service, which means, among other things, that Subscriber will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm Subscriber's panel upon entry into your premises. In addition, once Subscriber's Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, Subscriber must arm/set its alarm system at least once every 30 calendar days. If Subscriber fails to arm/set its alarm system at least once every 30 days, then Subscriber will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as Subscriber contacts ADT or Alarm.com to reactivate Subscriber's Mobile Control services. Therefore, ADT strongly encourages Subscriber to activate its Alarm.com account and arm/set its alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Subscriber has agreed to purchase commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("**Dealer**") pursuant to an agreement with the Dealer ("**Dealer Agreement**"). Alarm.com Incorporated, a Delaware corporation, has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to Subscriber with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("**Equipment**") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("**Terms**") and are part of Subscriber's agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing the agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, subscriber Agrees to be bound by these Alarm.com Terms. Subscriber agree that these Alarm.com Terms may be enforced by ADT directly.

A1. Pursuant to the Dealer Agreement, Subscriber has agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. Subscriber acknowledges and agrees that (a) Subscriber has had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) Subscriber accepts the Alarm.com Terms and agrees to be bound by them, and (c) if, for any reason, Subscriber does not remain an Alarm.com subscriber or if the Services become unavailable to Subscriber for any reason, Subscriber will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. ADT or Alarm.com may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, “**Materials**”) and Services. Subscriber will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If Subscriber’s Services include emergency two-way voice over a cellular or internet connection, Subscriber acknowledges that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service, Subscriber understands and accepts the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If Subscriber’s Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by Subscriber only for a limited time based on the quantity of storage Subscriber has ordered from its Dealer. Alarm.com has no control over and take no responsibility for the placement of cameras and their view. Subscriber agrees to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and Alarm.com may disconnect the cameras from the Services if Subscriber, in Alarm.com’s sole determination, breaches this covenant. Alarm.com does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond Alarm.com’s control. Alarm.com may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by Subscriber’s Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then Subscriber understands and accepts that the motion sensor may not operate as designed and may be affected by conditions outside Alarm.com’s control, which may cause the device to malfunction or provide false readings. If the Equipment provided by Subscriber’s Dealer includes home automation devices (such as thermostats, lighting controls and door locks), Subscriber understands that such devices may not work together with the Equipment and Alarm.com Services, and Subscriber may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS (“LIMITED WARRANTY”). THE LIMITED WARRANTY IS NOT EXTENDED TO SUBSCRIBER UNLESS SUBSCRIBER HAS ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR SUBSCRIBER’S BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED “AS IS,” WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO SUBSCRIBER OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO SUBSCRIBER OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH SUBSCRIBER. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) SUBSCRIBER AGREES THAT ALARM.COM IS NOT AN INSURER OF SUBSCRIBER’S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND SUBSCRIBER’S PREMISES. THE PRICES THAT ALARM.COM CHARGES FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES ALARM.COM PROVIDES AND NOT THE VALUE OF SUBSCRIBER’S PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY SUBSCRIBER FROM A THIRD PARTY. (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM’S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO SUBSCRIBER, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM’S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR SUBSCRIBER’S USE OF THE SERVICES. (C) SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL DAMAGES. (D) SUBSCRIBER MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF SUBSCRIBER ELECTS THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. SUBSCRIBER WAIVES ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALARM.COM THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY.

A6. Subscriber agrees and acknowledges that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. Subscriber agrees and acknowledges that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of Subscriber’s employees, guests, relatives, invitees, or insurers, or any other person or entity connected to Subscriber, or any person or entity who seeks to assert rights they claim are derived from Subscriber’s relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then Subscriber will repay to Alarm.com (i) any amount that Alarm.com is required to pay or that Alarm.com agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com’s reasonable attorney’s fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

A8. Subscriber understands and agrees that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on Subscriber’s heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If Subscriber is a

resident or business located in the State of California, the following applies: If either Subscriber or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, SCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SCRIBER, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

EXHIBIT A

ALARM PERMITS

Is a Permit required?

The City where the monitored premises are located (the "City") does not currently require an alarm permit (the "Permit").

Is there a fee for the Permit?

The City does not currently charge an annual fee for the Permit ("Permit Fee").

The City charges a Permit Fee, which, as of the date of this Agreement, is .

Who obtains the permit?

Based on City requirements, Subscriber is responsible for obtaining the Permit (and any necessary renewals) directly from the City. Subscriber will pay any Permit Fee directly to the City.

ADT shall obtain the initial Permit for Subscriber. Any initial Permit Fee will be invoiced to Subscriber together with the fees set forth in Section 7 of this Appendix. So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT shall obtain any renewals and invoice Subscriber for the cost of such Permit Fees (due upon receipt).

The City requires that ADT obtain the initial Permit for Subscriber. ADT will obtain the Permit, and ADT will invoice Subscriber for any Permit Fee (due upon receipt). So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT will also obtain any renewals. Again, ADT will invoice Client for the Permit Fees (due upon receipt).

APPENDIX 8 – BRIVO ACS AND VIDEO TERMS AND CONDITIONS

This Appendix shall be the exclusive terms and conditions applicable to Brivo hosted ACS and/or video services provided by ADT to Customer. Appendices 2 and 3 do not apply to any such hosted services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to hosted services.

1. Scope of Agreement. ADT will engage Brivo, Inc. ("Provider") to provide a web-hosted access control known as On Air and/or video system management known as Eagle Eye.

2. Term. The initial Subscription Term shall be for Sixty (60) Months. The initial Subscription Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Customer has selected.

3. Auto Renew. Upon the expiration of the initial Subscription Term, the Services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Customer may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to the Services.

4. Pricing Change. ADT may increase the charges (for any or all locations covered by this Agreement) after the first year of the initial Subscription Term for each such location (but no more than once in any twelve (12) month period) by giving Customer thirty (30) days prior written notice.

5. Early Termination. In the event that the Customer terminates any Services during the initial Subscription Term or during a Renewal Term, Customer shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the initial Subscription Term or Renewal Term (as the case may be) for such Services. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty. ADT may terminate this Agreement for cause upon written notice to Customer if: (i) Customer breaches any material term or condition of this Agreement; (ii) Customer fails to pay when due any amount owed to ADT as set forth in the Proposal or (iii) ADT loses its right to act as an authorized Reseller for Provider Subscription Services. If ADT terminates the Agreement due to (iii) above, then the balance of the moneys due for the remaining term of this Agreement shall become immediately due and payable to Customer. Upon request by Customer made within thirty (30) days after the effective date of termination of this Agreement ADT shall cause Provider to make available to Customer for download a file of Customer Data in pipe delimited (CSV) format for data and original format for photos. Provider may charge a fee for this service, which shall be paid by Customer. After such 30-day period, provided that ADT has complied with its obligations to make available to the aforementioned Customer Data file request made within thirty (30) days after the effective date of termination, ADT shall have no obligation to cause Provider to maintain or provide any Customer Data and Provider may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession.

6. Definitions.

"Provider Website" means Provider's website located at www.brivo.com, or any successor or alternate website designated in writing by Provider from time to time.

"Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Services, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

"Customer Data" means all electronic data, records or information of Customer of which ADT or Provider obtains access.

"Documentation" means any written online documentation, manuals or guides for the Services published by Provider and supplied to Customer or made available on the Provider Website. Provider may update any Documentation at any time at its sole discretion.

"Excused Downtime" means any period of unavailability or inoperability caused by a Force Majeure Event.

"Force Majeure Event" means any circumstance or occurrence beyond the reasonable control of Provider, including, without limitation, acts or omissions by a public authority, acts of God, strikes, blockades, acts of terrorism, riots, storms, earthquakes, explosions, fires, floods, Internet or telecommunications failures/outages/delays, third-party hosting facility failures, denial of service attacks, or other similar occurrences.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Scheduled Maintenance" means any period during which any Service is unavailable for maintenance, including the implementation of any updates, enhancements, patches, fixes, or error corrections.

"Services" means the services chosen in the Proposal, which consist of a suite of cloud-based access control and video products known as OnAir and Eagle Eye, made available by Provider via the Provider Website, including associated offline components, as described by the Documentation.

"Subscription Term" means the term for the Services as set forth in this Appendix.

"Users" means any employees or contractors of Customer who are authorized by a Customer to use the Services and to whom has been supplied user identifications and passwords by ADT or Provider.

7. Payment. Customer shall pay ADT for the Services per the rates set forth in the Proposal at the time and for the duration set forth in the Proposal. For Services in excess of one year, ADT shall invoice Customer on an annual basis, at the beginning of each annual period. All invoices are due and payable within thirty (30) days of issuance. All charges, fees and prices herein are exclusive of any federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority.

Any late payments shall bear interest at a rate equal to the lesser of 1.5% per month or the maximum rate allowable by applicable law, until paid in full. Late payments may also result in termination of the Services as set forth in Section 5 hereof.

8. Services. ADT will make the Services available to Customer and its Users pursuant to this Agreement during the applicable Subscription Term. ADT will use commercially reasonable efforts to cause Provider to: (i) maintain the security and integrity of the Services and the Customer Data and (ii) make the Services available 24 hours a day, 7 days a week, except for: (a) Scheduled Maintenance and (b) Excused Downtime. ADT will use commercially reasonable efforts to provide at least eight (8) hours' notice of Scheduled Maintenance, which notice may be provided by Provider through the Services.

Customer, not ADT, is responsible for compliance with the Documentation. ADT is not responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data.

Customer shall use the Services solely for business purposes as contemplated by the Agreement and the Documentation and shall comply with all applicable local, state, federal and foreign laws in using the Services. Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party (other than to Users); (ii) record, transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; (iii) send or store Malicious Code; (iv) intentionally interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (v) attempt to gain unauthorized access to the Services or its related systems or networks.

Customer acknowledges that it is the responsibility of Customers, not ADT, for providing and maintaining the hardware, operating system software and Internet connection necessary to access and use the Services, and that ADT makes no representation or warranty with regard to any such hardware, operating system software of Internet connection.

9. Proprietary Rights. Subject to the rights expressly granted hereunder, Provider has reserved all rights, title and interest in and to the Services and all portions thereof, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer shall not: (i) modify, copy or create derivative works based on the Services or any portion thereof; (ii) frame or mirror any content forming part of the Services; (iii) reverse engineer the Services or any portion thereof; or (iv) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services.

10. Confidentiality. The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or as required by law. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

11. Privacy. ADT shall not share, sell, rent or trade personally identifiable information or any other Customer Data with third parties for any purpose. ADT has obtained an agreement from Provider not to share the same.

12. Limited Warranties & Disclaimers. ADT warrants that: (i) the Services will perform substantially in accordance with the Documentation; (ii) the functionality of the Services will not be materially decreased during a Subscription Term; and (iii) the Service will not introduce Malicious Code into the system of Customer.

THE ABOVE LIMITED WARRANTIES ARE THE ONLY WARRANTIES PROVIDED BY ADT REGARDING THE SERVICE. EXCEPT FOR THE LIMITED WARRANTIES ABOVE, THE SERVICE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ADT DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR NEEDS, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, OR THAT THE SERVICE WILL BE ERROR-FREE, OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.

13. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ADT OR ADT'S DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY OR SIMILAR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA, PERSONAL INJURY AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. IN NO CASE WILL ADT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES THAT CUSTOMER PAID FOR THE SERVICE IN TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

14. Indemnification. Customer shall defend, indemnify and hold ADT and its owners, directors, managers, officers, employees and agents (the "Indemnified Parties") harmless against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) suffered or incurred by any Indemnified Party in connection with claims, demands, suits, or proceedings made or brought against any Indemnified Party by a third party alleging (i) a breach by Customer of Customer's obligations under the Agreement; (ii) that Customer is using the Services in breach of this Agreement or infringes or breaches the intellectual property rights, of, or has otherwise harmed, a third party; or (iii) a breach under Section 10 hereof.

15. Notices. Notices under this Appendix shall be sent by (i) recognized overnight courier service (such as FedEx or UPS), (ii) facsimile, or (iii) email, each to the addresses and/or numbers set forth in the Proposal. All notices are effective upon receipt by the receiving party. The receiving party shall promptly acknowledge, upon request by the sending party, receipt of any such notice.

16. Miscellaneous.

This Agreement will be governed by and construed in accordance with the laws of the State where the Services are hosted. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), WILL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN. Any suit, action or proceeding arising in connection with this Agreement will be brought in the state or federal courts sitting in the State of where the Services are hosted and all parties expressly submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

This Appendix is the entire agreement between the parties relating to the hosted Services and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties.

If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Appendix will continue in full force and effect. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

Customer acknowledges that Provider reserves the right to change or discontinue the Services or change or remove features or functionality of the Services from time to time. Provider has agreed to promptly notify ADT in writing of any material change to or discontinuation of the Services, and ADT shall notify Customer of the same.

This Appendix may be amended only by written agreement entered into and signed by both parties.

Neither party shall have any liability under this Appendix to the extent that it is delayed, prevented or hindered in performing any of its obligations under this Agreement as a result of a Force Majeure Event.

Neither party may assign or transfer the Agreement or any its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to assign the Agreement or any of the rights or obligations hereunder in violation of this Section shall be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

Florida law requires alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Customers both using the protected premise to store firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT at 866-806-2166.

Agreed and accepted as of the date set forth above. All checked items and options, and the attachments represented by such checked items and options are a part of this Proposal which, once fully executed, shall also be referred to herein as the "Agreement."

Customer Authorized Representative	Printed Name	Title	Date
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ADT Representative	Printed Name	Title	Date
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ADT Authorized Manager	Printed Name	Title	Date
------------------------	--------------	-------	------

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Mo'zArt Designs
 4350 E US Highway 92
 Plant City, FL 33566-7336 US
 mozartdesigns@yahoo.com
 www.mozartdesigns.net



ADDRESS
 NICOLE HICKS
 MERITUS CORPORATION
 2005 Pan Am Circle
 SUITE 300
 TAMPA, FLA. 33607

Estimate 2274

DATE 07/06/2020

DESCRIPTION	AMOUNT
<p>THIS PROPOSAL IS FOR PROVIDING ALL MATERIAL & LABOR TO FABRICATE, POWDER COAT, & INSTALL THE FOLLOWING:</p>	
<p>The "existing" section of 72" tall fence, with Ped. gate, that goes into pool area, will be removed. The existing "fence line" will be moved forward, so that the bathroom doors & storeroom are within the secured area. The existing fencing & gate will be replaced with 96" (8') tall fencing. In addition, the pickets will protrude through the top horizontal, & will be hydraulically pressed into a spear point, that can't be removed or broken off. This, in addition to fence being 8' tall, will make it "next to impossible" to climb over the fence. And, due to the additional height, we are using larger pickets, 1" X 1" as opposed to the "existing" 3/4" X 3/4". This is to help prevent someone from forcing the pickets apart, to gain "unlawful" entry.</p>	
<p>FABRICATION OF THE FENCE & PED. GATE IS OF "ALL WELDED" CONSTRUCTION. ONCE ALL FABRICATION IS COMPLETED FENCE, GATE, POSTS, & ALL ASSOCIATED HARDWARE WILL BE PAINTED, USING THE "BAKED ON" POWDER COATING PROCESS.</p>	
<p>ALSO INCLUDED: 2 - 4" X 4", "STEEL" GATE POSTS. Cored drilled through existing sidewalk & set in concrete. 1 - LOCINOX, HINGE/HYDRAULIC CLOSER COMBO. This is a "pricey" hinge & closer, "BUT", it far exceeds anything else on the market. Once it is installed & adjusted, it basically doesn't need any thing else done to it. This one is virtually "Maintenance Free", compact, & vandal resistant. Most others are a "constant" maintenance issue & can easily be tampered with.</p>	
<p>. TOTAL with INSTALLATION: \$2,725.00 "BASE BID"</p>	<p>2,725.00</p>

DESCRIPTION	AMOUNT
-------------	--------

ACCESS CONTROLS:

OPTION I: STAND ALONE CARD READER

What a "Stand Alone" reader means, is that it is "self contained". It doesn't require a "control panel". Therefore, "any" programming changes or transaction retrieval must be done "at the card reader" & requires a laptop, to view any transactions.

INCLUDED:

- 1 - 1520 AWID, STAND ALONE PROX. CARD READER. This reader has 1000 memory, lighted keypad, & weather proof enclosure.
- 300 - CLAMSHELL CARDS (with Facility Code 84).
- 1 - SECURITRON 600 Lb. MAG LOCK. It will work in conjunction with the card reader to secure the gate, in the closed position.
- 1 - "FREE EXIT" PUSH BUTTON & ENCLOSURE. Stainless Steel, Vandal Resistant, & Weather Resistant.
- 2 - POWER SUPPLIES (Transformers). One for Card Reader, one for the Mag Lock.
- 1 - TRANSFORMER ENCLOSURE.

TOTAL with INSTALLATION: ADD TO "BASE BID" -- \$3,650.00

OPTION II: CARD READER SYSTEM with CONTROLLER

This system comes with a "Dumb" Card Reader. What this means is that this reader needs a "Control Unit". This unit allows you to view transactions, & program, "remotely". It will require a phone line.

INCLUDED:

- 1 - DOOR KING, Mod. 1838 CONTROLLER with 3000 MEMORY.
- 1 - AWID, PROX. CARD READER with ENCLOSURE.
- 300 - CLAMSHELL CARDS (Facility Code 84). Additional cards can be purchased at any time. Purchased in lots of 50.
- 1 - SECURITRON 600 Lb. MAG LOCK. This will secure gate in the "closed" position.
- 1 - "FREE EXIT" PUSH BUTTON & ENCLOSURE. Stainless Steel, Vandal Resistant, & Weather Resistant. This is how you "exit" the pool area.
- 2 - POWER SUPPLIES (Transformers). One for the Card Reader & one for the Mag Lock.
- 1 - TRANSFORMER ENCLOSURE.

TOTAL with INSTALLATION: ADD TO "BASE BID" -- \$5,200.00

TO ACCEPT THIS PROPOSAL, PLEASE CIRCLE & INITIAL CHOICES, SIGN BELOW & RETURN. UPON ACCEPTANCE, 50% DEPOSIT IS REQUIRED. ONCE DEPOSIT IS RECEIVED, PROJECT WILL BE SCHEDULED.

MIRABELLA

RELOCATE POOL GATE / ADD ACCESS CONTROLS

TOTAL	\$2,725.00
--------------	-------------------

Accepted By

Accepted Date

SPECIALIST FENCE/CONCRETE LLC.

12719 US S. Hwy 41, Gibsonton, FL 33534
 Tel (813) 677-3555 Fax (813) 671-4172
 Email: specialistfence@verizon.net

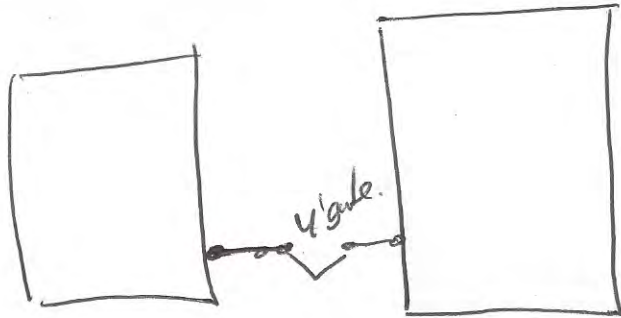
STYLE	HEIGHT
LINEAR FT.	

- Res: Commercial
- Custom Wood
- Chain Link
- Ornamental Aluminum
- Iron
- Gate Operations Solar/ Electrical
- Complete Entranceways
- U Cart Concrete
- PVC Fence



NAME Mira Bella	DATE 4/5/2020
ADDRESS 14306 Romeo Blvd	HOME CELL 202-391-1680 <i>Troy</i>
JOB SITE	ORDER NO.

<p style="font-size: 1.2em;">Install 8' tall Black Aluminum gate w/ 2 Returns Back to Buildings.</p> <p>core drill 4-holes</p>	
	installed \$ 2642



TOTAL	
TAX	
DEPOSIT	50%
TOTAL DUE	

* Not responsible for underground Damage to Utilities, Sprinklers Telephone Lines Etc.

ACCEPTED BY THE UNDERSIGNED PARTIES SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.	Price Quoted: Balance
CUSTOMER:	Terms: <input type="checkbox"/> Completion
PROPERTY OWNER:	Salesman: 32



6720 U.S. Hwy 301 South
Riverview, FL 33578

Phone:
(813) 671-1995

Fax:
(813) 671-7166

Email:
info.wittfence@tampabay.rr.com

Web:
www.wittfence.com

SALESMAN Stan Z.	DATE 6/9/20	PERMIT MUNICIPALITY
INSTALLER	INSTALLATION TIME FRAME	
CUSTOMER'S NAME Mira Bella		
STREET AND NUMBER 14306 Ramon Blvd		
CITY Wimauma	ZIP 33598	PHONE # (262)391-1680
INSTALLATION ADDRESS Same		
tgough@esigroupusa.com		

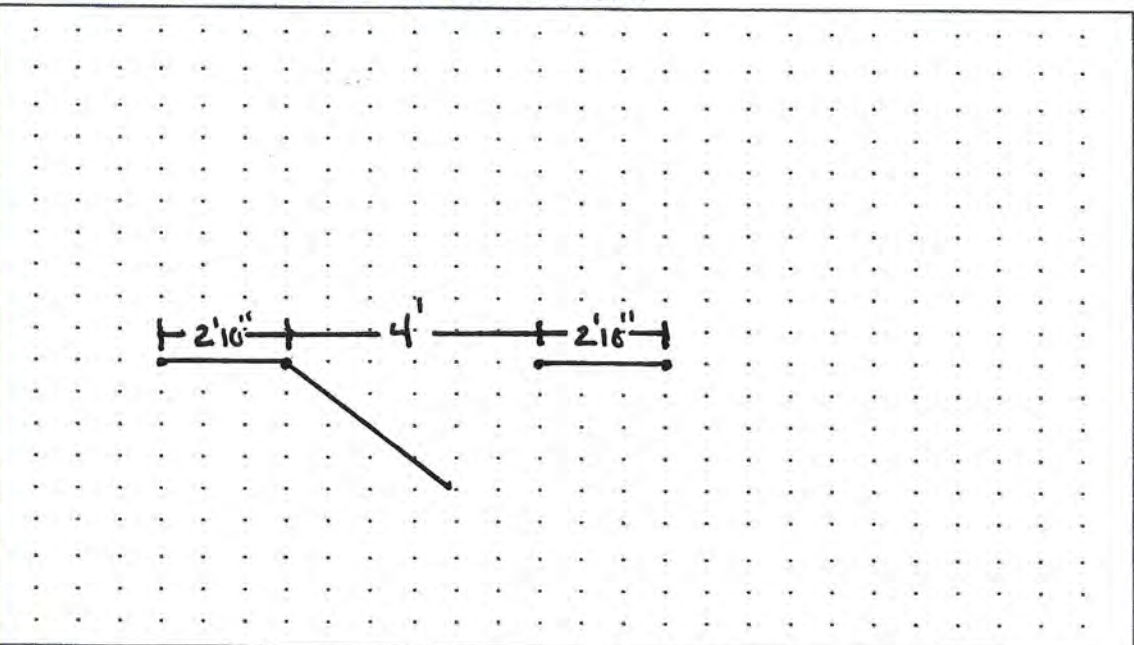
**ESTIMATE, PROPOSAL
& INVOICE FOR**

FENCE INSTALLATION

SUNSHINE DIG TICKET# _____ EXPIRES ____/____/____ SUBDIVISION _____
WITT FENCE CO. INC., hereby offers for the amount shown below, subject to the approval of Witt Fence Co., Inc. Management and subject to the below listed conditions, to furnish, deliver and install (where proposal covers installation) the materials listed below in accordance with the specification set forth below and any sketches, specifications to drawings attached here to:

WARRANTY ONE YEAR WORKMANSHIP

OVERALL LENGTH 9'8"	OVERALL HEIGHT 7'
WALK GATE 4'	DRIVE GATE —
WOOD / VINYL	
TYPE WOOD	
TOP STYLE	PICKET STYLE
PICKETS	STRINGERS
LINE POST	GATE POST
Black	
CHAIN LINK ALUMINUM STEEL	
LINE POST GAUGE	DIAMETER TERMINAL POST
Abigail Press Point	
DIAMETER LINE POST 3"	DIAMETER TOP RAIL
LINE POST SPACING FT.	TENSION OR BARBED WIRE
Blank Post	Flat Caps
Rake Bottom	Lock Box



NOTES

7'H x 5'8" w Abigail Industrial 4-Bail, Press Point Spear Top, Rake Bottom - Black - Fence

7'H x 4' w Abigail Industrial Walk Gate w/ Lockbox, w/ welded Catch Plate

Locinox Tiger Self-Closing Hinges

TOTAL CASH PRICE	\$ 2,895.00
EXTRA CHARGES	\$ _____
TOTAL PRICE	\$ _____
DOWN PAYMENT	\$ _____
BALANCE DUE	\$ _____

PRICE INCLUDES COST OF MATERIAL, LABOR AND TAX (if any)

TERMS OF PAYMENT:
Upon Completion

SALESMAN

ACCEPTED BY CUSTOMER
CUSTOMER HAS READ
INFORMATION ON THE BACK

ESTIMATE TO INSTALL/REPAIR FENCING OR ACCESS CONTROL SYSTEMS



SALESMAN	DATE	ACCESS	PERMIT INFO
Stan Z.	6/9/20	"	
INSTALLATION DATE: TECH			
CUSTOMER NAME		Mira Bella	
POINT OF CONTACT		Troy Gough	
INSTALL STREET ADDRESS		14306 Romeo Blvd	
CITY, STATE & ZIP		Wimauma, FL 33598	
BILLING ADDRESS: IF DIFFERENT			
CITY, STATE & ZIP			
PHONE:		(262) 391-1680	
ALT. PHONE		"	
FAX:			
EMAIL:		tgough@esigroupusa.com	
SUBDIVISION/LOT #			
CROSS STREET:			
LOCATE TICKET:			

Witt Fence Company
 6720 US Highway 301 S
 Riverview, FL 33578
 P: (813)671-1995 F: (813)671-7166
 info.wittfence@tampabay.rr.com

WITT FENCE CO. INC., HEREBY OFFERS FOR THE AMOUNT SHOWN, SUBJECT TO THE APPROVAL OF Witt Fence Co. Inc., management and subject to the below listed conditions, to furnish, deliver and install (where proposal covers installation) the materials listed below in accordance with the specifications set forth below and any sketches, specifications to drawings attached here to:

WITT FENCE CO. INC. looks forward to your business and the successful completion of your project.

Qty	MATERIAL DESCRIPTION	TOTAL CASH PRICE	
1	DoorKing 1835 Controller w/3000 Memory \$1895.00 Ea \$1895.00 TP		\$4,180.00 ADDITIONAL CHARGES TOTAL PRICE DOWN PAYMENT BALANCE DUE ONE YEAR WORKMANSHIP WARRANTY -TERMS OF PAYMENT-: Price includes cost of material, labor and tax (if any) DUE UPON COMPLETION:
1	No Touch Request to Exit Button \$295.00 Ea \$295.00 TP		
1	Awid Multi Protocol Card Reader \$395.00 Ea \$395.00 TP		
1	600lb Exterior Maglock \$695.00 Ea \$695.00 TP		
300	Clamshell Badge Cards \$3.00 Ea \$900.00 TP		

THERE COULD BE OTHER ISSUES THAT WERE NOT APPARENT DURING OUR INITIAL INSPECTION THAT MAY REQUIRE ADDITIONAL PARTS AND LABOR

CUSTOMER IS RESPONSIBLE FOR MOVING ANY LANDSCAPING IF NEEDED

CUSTOMER IS RESPONSIBLE FOR POWER & PHONE LINES BEING RUN TO INSTALLATION SITE, IF NEEDED

CUSTOMER IS RESPONSIBLE FOR ANY PERMITS AND/OR ARCHITECTURAL DRAWINGS, IF NEEDED

WITT FENCE CO. INC., will provide, install and warranty all products and equipment included above. WITT FENCE CO. INC., will provide a written one-year warranty for all parts included in this estimate. The preceding is an outline of the estimated cost for the completion of the project.

LEGAL ADVISORY: All sums due to WITT FENCE CO. INC., under this agreement shall be due and payable upon completion, unless other arrangements have been made. In the event WITT FENCE CO. INC., shall employ the services of an attorney, whether to collect any sum due or for any other purpose whatsoever arising out of this agreement, customer shall pay all attorney's fees and costs incurred by WITT FENCE CO. INC., whether or not suit shall be filed.

WARNING TO CUSTOMER: A penalty of 2% of the unpaid balance, not to exceed 24% per year, will be charged for each 30-day full payment lags contract payment date.

CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE LOCATION UPON WHICH SAID MATERIALS ARE TO BE INSTALLED. Customer agrees to defend, hold harmless and indemnify WITT FENCE CO. INC., from and against all claims liabilities and expenses arising out of the location of said materials, including attorney's fees, Customer shall be solely responsible for any damage to under ground wire, pipes, cables, sprinkler systems, etc.

SALESMAN	
ACCEPTED BY CUSTOMER	

ESTIMATE TO INSTALL/REPAIR FENCING OR ACCESS CONTROL SYSTEMS



Witt Fence Company

6720 US Highway 301 S

Riverview, FL 33578

P: (813)671-1995 F: (813)671-7166

info.wittfence@tampabay.rr.com

SALESMAN	DATE	ACCESS	PERMIT INFO
Stan Z.	6/9/20	"	
INSTALLATION DATE: TECH			
CUSTOMER NAME		Mira Bella	
POINT OF CONTACT		Troy Gough	
INSTALL STREET ADDRESS		14306 Romeo Blvd	
CITY, STATE & ZIP		Wimauma, FL 33598	
BILLING ADDRESS: IF DIFFERENT			
CITY, STATE & ZIP			
PHONE:		(262) 391-1680	
ALT. PHONE			
FAX:			
EMAIL:		tgough@esigroupusa.com	
SUBDIVISION/LOT #			
CROSS STREET:			
LOCATE TICKET:			

WITT FENCE CO. INC., HEREBY OFFERS FOR THE AMOUNT SHOWN, SUBJECT TO THE APPROVAL OF Witt Fence Co. Inc., management and subject to the below listed conditions, to furnish, deliver and install (where proposal covers installation) the materials listed below in accordance with the specifications set forth below and any sketches, specifications to drawings attached here to:

WITT FENCE CO. INC. looks forward to your business and the successful completion of your project.

Qty	MATERIAL DESCRIPTION	TOTAL CASH PRICE	
2	Change (2) Existing Exterior Dome Cameras w/ (2) Exterior Varifocal 4 Megapixel Bullet Cameras	ADDITIONAL CHARGES	
		TOTAL PRICE	
		DOWN PAYMENT	
		BALANCE DUE	
	\$495.00 Ea \$990.00 TP	ONE YEAR WORKMANSHIP WARRANTY	
1	Add (1) Exterior Varifocal 4 Megapixel Bullet Camera	-TERMS OF PAYMENT-:	
		Price includes cost of material, labor and tax (if any)	
		DUE UPON COMPLETION:	
	\$795.00 Ea \$795.00 TP		
Option	Change 4ch to 8ch Digital Watchdog Dvr 4TB		
	\$1395.00 \$1395.00 TP		

THERE COULD BE OTHER ISSUES THAT WERE NOT APPARENT DURING OUR INITIAL INSPECTION THAT MAY REQUIRE ADDITIONAL PARTS AND LABOR

CUSTOMER IS RESPONSIBLE FOR MOVING ANY LANDSCAPING IF NEEDED

CUSTOMER IS RESPONSIBLE FOR POWER & PHONE LINES BEING RUN TO INSTALLATION SITE, IF NEEDED

CUSTOMER IS RESPONSIBLE FOR ANY PERMITS AND/OR ARCHITECTURAL DRAWINGS, IF NEEDED

WITT FENCE CO. INC., will provide, install and warranty all products and equipment included above. WITT FENCE CO. INC., will provide a written one-year warranty for all parts included in this estimate. The preceding is an outline of the estimated cost for the completion of the project.

LEGAL ADVISORY: All sums due to WITT FENCE CO. INC., under this agreement shall be due and payable upon completion, unless other arrangements have been made. In the event WITT FENCE CO. INC., shall employ the services of an attorney, whether to collect any sum due or for any other purpose whatsoever arising out of this agreement, customer shall pay all attorney's fees and costs incurred by WITT FENCE CO. INC., whether or not suit shall be filed.

WARNING TO CUSTOMER: A penalty of 2% of the unpaid balance, not to exceed 24% per year, will be charged for each 30-day full payment lags contract payment date.

CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE LOCATION UPON WHICH SAID MATERIALS ARE TO BE INSTALLED. Customer agrees to defend, hold harmless and indemnify WITT FENCE CO. INC., from and against all claims liabilities and expenses arising out of the location of said materials, including attorney's fees. Customer shall be solely responsible for any damage to under ground wire, pipes, cables, sprinkler systems, etc.

SALESMAN	
ACCEPTED BY CUSTOMER	