

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
SPECIAL MEETING
MARCH 19, 2020**

MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT AGENDA
MARCH 19, 2020 6:00 p.m.
SPECIAL MEETING

The Mirabella Clubhouse
located at 14306 Romeo Blvd., Wimauma, FL 33598

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 6:00 p.m. Following the Call to Order, the public has the opportunity to comment on posted agenda items during the third 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 meeting will resume after the public hearing with the seventh section 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 eighth 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 ninth 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 tenth 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.

March 19, 2020

Board of Supervisors
Mirabella Community Development District

Dear Board Members:

The Special Meeting of Mirabella Community Development District will be held on **Thursday, March 19, 2020 at 6:00 p.m.** at the Mirabella Clubhouse located at 14306 Romeo Blvd., Wimauma, FL 33598. 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 Proposals.....Tab 01
 - B. General Matters of the District
- 4. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 5. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**
- 6. ADJORNMENT**

We look forward to seeing 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

MIRABELLA CDD

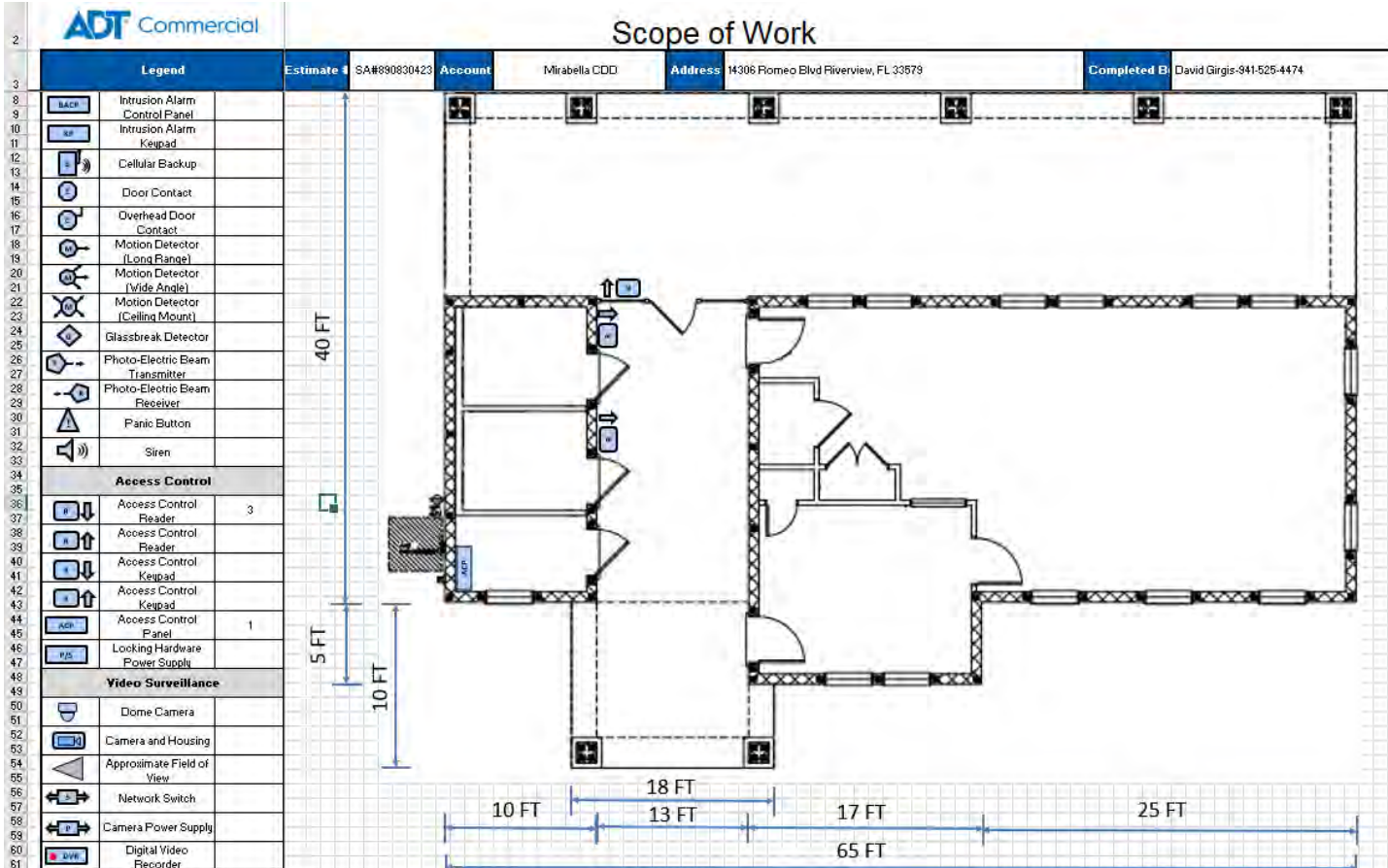


ADT[®] Commercial

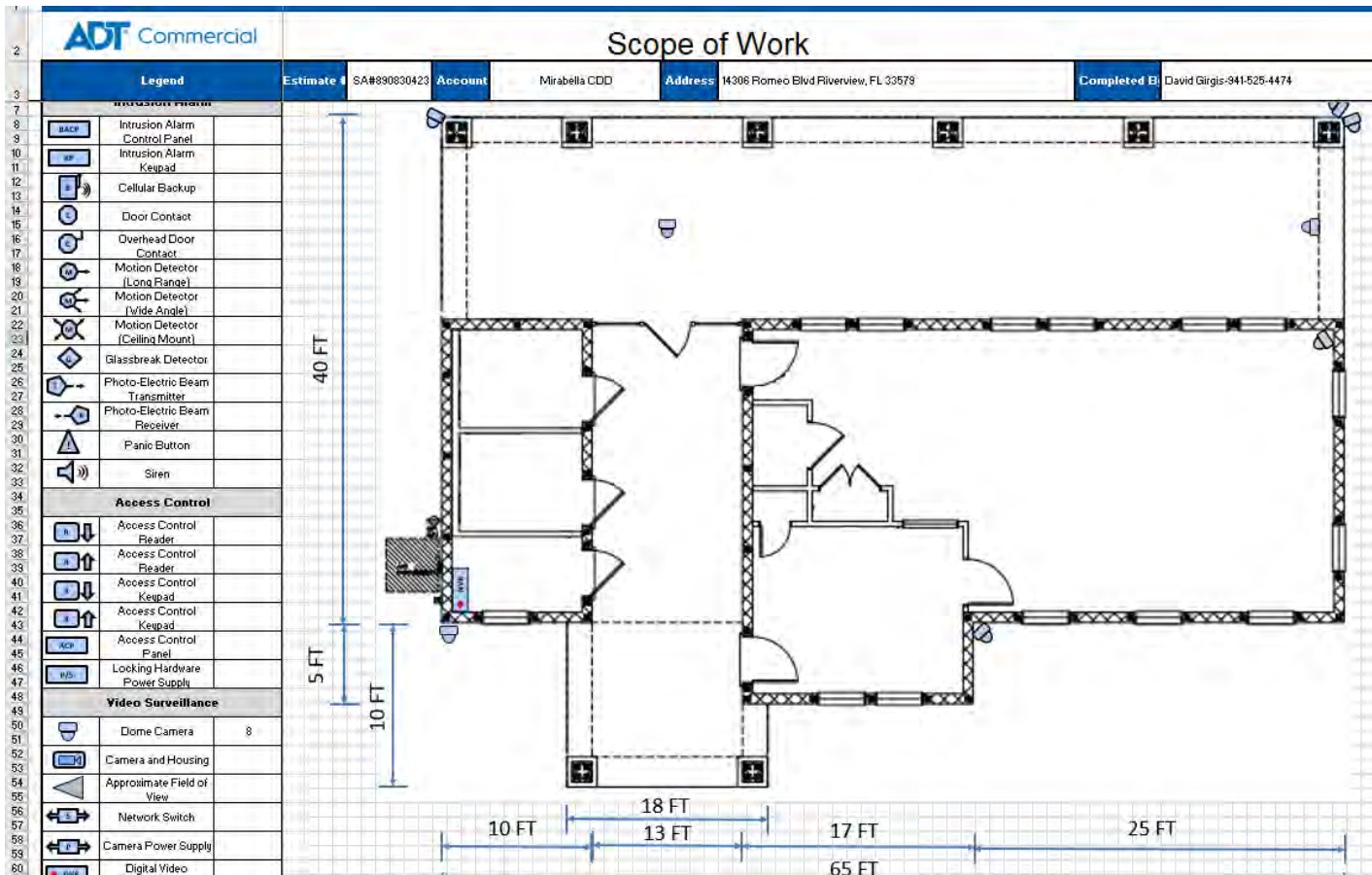
ACCESS CONTROL



Scope of Work



VIDEO SURVEILLANCE



BRIVO ACCESS CONTROL PANEL



B-ACS6000-E

Brivo Onair ACS6000 Two (2) Reader Ethernet Control Panel (includes chassis enclosure, enclosure lock and WiFi antenna; will accommodate one (1) expansion board) 1 - Internal Power Supply (Does not support power for electronic locks) 1 - Plug-in Transformer 1 - 12v 7.0 Ah Sealed Lead Acid Battery

SPECO VIDEO SURVEILLANCE



O4VFDM

4MP Dome IP Camera with Junction Box, 2.7-12mm Motorized Lens, White Housing

- Supports up to 4MP
- Motorized varifocal lens with auto focus
- Built-in standard PoE (IEEE 802.3af)
- Adaptive IR LEDs reduce IR saturation
- IR Range: 98' (depending on scene reflection)
- True Day/Night operation (IR cut filter)
- Micro SD card slot for edge recording (card not included)
- IP67 compliant, weather resistant
- IK10 compliant, vandal resistant
- Junction box included
- UL listed
- Conformant with ONVIF Profile S

SPECO VIDEO SURVEILLANCE



N16NRP4TB

16 Channel NVR with 16 Built-In PoE Port

EZ Wizards - For ease of use and setup

Camera: quickly discover and install all Speco IP cameras Setup: for quick setup of general settings

Network: network setup and port forwarding

Record: quickly setup recording resolutions and recording type Search: quickly search for events from thumbnails

Copy: quickly copy what you are playing onto a USB flash drive

- Real time recording up to 8MP resolution (4K) at 30fps
- H.265 compression - Store up to 2x more than H.264!
- Built-in PoE ports for all channels for easy installation
- 2 SATA ports for up to 28TB of storage
- 4K HDMI out and VGA monitor output
- Object and line crossing detection and alerts*
- Smart Search - Specify a region on the camera view and search on changes in that area*
- 2-way audio communication
- Free US-based DDNS and P2P services
- Remote viewing via web browser or your mobile device
- Easy video exporting via USB
- Up to 28TB storage
- 5 year limited warranty



**Powered by Experience.
Driven by Excellence.™**



The ADT Commercial Story

Powered by Experience.

- Our people have extensive industry experience
- Prioritize employee development and help them create solid career paths
- Built on the acquisition of strong commercial integrators

Driven by Excellence.

- Measured and held accountable with our daily scorecard
- Empowered to make the right decisions to address customers' needs
- Transparent with our performance

Building a leader in commercial security

2012

Tyco/ADT split

2016

Protection 1 + ADT merge

2020 **ADT** Commercial

▼
The ADT Commercial family is one of the largest commercial integrators serving the U.S.

Commercial security acquisitions:

Protection1 RED HAWK

asg
aronsonsecuritygroup

CI
Cam Connections

MSE
COMMERCIAL SECURITY

gaston

acme

Access
Systems Integration

PROCEC

ADVANCED
CABLING • FIRE • SECURITY

Camtronic
Security Integration

INTEGRATION
LOGISTICS

SUNTERA
SECURITY

SG
SYSTEMS GROUP

PSI
PACIFIC SECURITY INTEGRATIONS

CPS

DSG

SECURITY CORPORATION

mse
corporate security

FUSIONFIRE

Critical
Systems

Who we are



- One of the largest commercial systems integrators
- 100% focused on commercial
- Security, fire, life safety and risk consulting
- Dedicated commercial and National Account monitoring centers
- Dedicated commercial leadership and customer service teams
- 145+ years in business



300,000+

Customer Locations

4,500+

Commercial Employees

150

Commercial Locations

3

Monitoring and Operations Centers

Same Day Service is the Standard, Not an Upcharge

Our local managers are service delivery leaders, and every department at ADT believes that you deserve our best response. Within our service radius:

- If service is requested before 10 AM, we will respond the same day. If service is requested after 10 AM we will respond within 24 hours.
- Tech TrackerSM notifications let you know when and who to expect for your service call.



Customers

ARE OUR TRUE NORTH



We know that our reputation is based on how we serve our customers.

Our People

ARE THE DIFFERENCE



We strive to be the best technically-trained team in the business.

DEDICATED TO

Commercial



We are 100% focused on our commercial customers.

ONE IDEAL

Partner



We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams.

What we do



We offer a holistic approach to security, fire, life safety and risk consulting.

- Access control
- Analytics and reporting
- Artificial Intelligence (AI)
- ATM/ITM solutions
- Cloud-based solutions
- Cybersecurity
- eSuiteSM account management
- Fire and life safety
- Infrastructure as a Service
- Installation, inspections and maintenance
- Integrated solutions
- Intrusion
- Managed services
- Monitoring
- Risk consulting
- Structured cabling
- Video



Who we serve



Each industry faces its own unique security, fire and life safety challenges—requiring a tailored solution.

We serve businesses ranging from mid-market organizations to national enterprises.



- Banking and financial services
- Commercial buildings
- Education
- Energy and utilities
- Food and beverage
- Healthcare
- Hospitality
- Industrial
- Pharmaceutical
- Professional services
- Restaurant
- Retail
- Sports venues/stadiums
- Telecommunications
- Transportation and logistics

eSuite

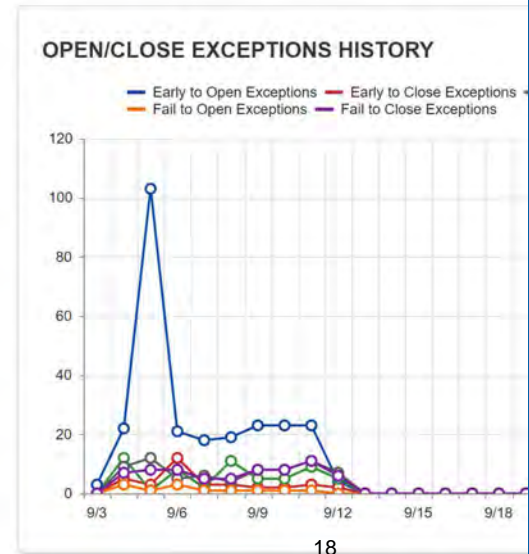
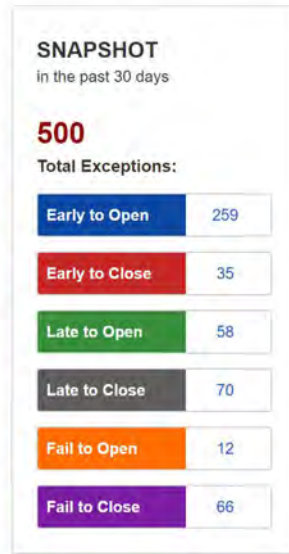
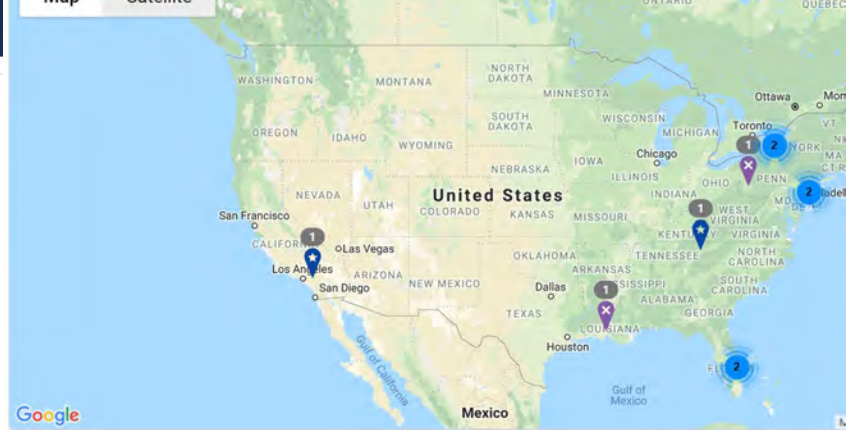


See your location data in a whole new light and streamline the management of your enterprise.

POLICE DISPATCHES	
Oct-03-2019	
02:00 AM	SADDLEY # 27112
02:00 AM	SADDLEY # 64972
02:00 AM	SADDLEY # 42091
02:00 AM	SADDLEY # 80977
Oct-02-2019	
02:00 AM	ANZELL # 35077
Oct-01-2019	
11:00 PM	ANZELL # 84301

[See All \(6\)](#)

- Data, analytics and account management
- Edit call lists and contact information, and alarm panel codes
- New Bosch & DMP panel integration capabilities
- Request a service call
- See real-time service and installation status
- Run ad-hoc or scheduled reports
- Weather pattern tracking
- Geographic crime trend scores



Measured and held accountable daily for customer service excellence



Our reputation is based on how we serve our customers.



Daily Scorecard

Field managers and technicians are measured by and compensated in part according to scorecard results.



MONITORING & CUSTOMER SERVICE

- Longest call waiting
- Speed to answer
- % of calls transferred
- Average handle time
- Alarm response time



FIELD OPERATIONAL PERFORMANCE

- Service calls "in standard" %
- On-time inspections %
- First time fix rate
- QC scores
- National Account delivery

Leading technologies

∨
Assess

∨
Prescribe

Product agnostic

Here are just a few of the products we spec



SOFTWARE HOUSE



Honeywell



OpenEye



AVIGILON
a Motorola Solutions Company



20

Some products available in select markets only

ADT Commercial is the right choice

Employees

We staff dedicated commercial security professionals with a high level of expertise

Advanced technologies & services



We are product agnostic and a leading integrator of advanced technologies and services

Customer service



We deliver customer service excellence that includes accurate estimates, timely installations and transparent service costs

THE POWER OF PARTNERSHIP

Questions?

PLEASE CONTACT
DAVID GIRGIS
941-525-4474
dgirgis@adt.com

THANK YOU!



Branch:	6874	Sales Representative:	David Girgis	Today's Date:	1/30/2020
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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

Financial Summary

Total Equipment and Installation Charge: \$0.00

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 \$0.00 of these Equipment Charges, with a remaining balance of \$0.00 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: \$611.98 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.

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:	Video Surveillance System-\$0 Down Option Quote	Job #:	
Equipment Ownership:	Company Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

Video Surveillance System-\$0 Down Option Quote

Extended Service Plan	Extended Service Plan
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Equipment List

Quantity	Description
8	4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing
500	23/4PR CAT6+ CMR 1M RLBX WHT
5	CONDUIT PVC-1 -40 1 inch 10Ft
1	8ch. 4K H.265 NVR w/POE, 4 TB

Equipment & Installation	\$0.00
Monthly Fee	\$235.99

Scope Of Work

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

Inclusions/Exclusions

System Design Information

System Design Name:	Access Control System-\$0 Down Option Quote	Job #:	
Equipment Ownership:	Company Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

Access Control System-\$0 Down Option Quote

Brivo Services	Brivo Onair Reader Monthly Data Plan: 3
Extended Service Plan	Extended Service Plan

Equipment List

Quantity	Description
1	Brivo OnAir ACS6000 2 Door Ethernet Control Panel (Includes chassis enclosure, Cabinet Lock and Wifi)
1	2 Door Expansion Daughter Board (ACS6000 and ACS6008 Only)
5	CONDUIT PVC-1 -40 1 inch 10Ft
3	Prox Point Plus Reader Black
1	Green Exit Button
1	12/24V 4Amp power Supply
250	PROFUSION ACCESS CTRL CABLE PL enum - 22 6 shld 2-18 4 1-18

Equipment & Installation	\$0.00
Monthly Fee	26 \$375.99

Scope Of Work

INSTALL 1 BRIVO 6000E CONTROL PANEL

INSTALL 1 EXPANSION DOOR BOARD

INSTALL 1 POWER SUPPLY

INSTALL 2 ELECTRIC STRIKES

INSTALL 2 GRADE 2 STOREROOM LOCKSETS

INSTALL 1 MAG LOCK

INSTALL 1 PUSH TO EXIT BUTTON

INSTALL 3 CARD READERS

SET UP BRIVO INTERACTIVE SERVICES

PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

INSTALL 1 BRIVO 6000E CONTROL PANEL

INSTALL 1 EXPANSION DOOR BOARD

INSTALL 1 POWER SUPPLY

INSTALL 2 ELECTRIC STRIKES

INSTALL 2 GRADE 2 STOREROOM LOCKSETS

INSTALL 1 MAG LOCK

INSTALL 1 PUSH TO EXIT BUTTON

INSTALL 3 CARD READERS

SET UP BRIVO INTERACTIVE SERVICES

PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

Inclusions/Exclusions

Master Terms And Conditions

1. Premises. Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.

2. Charges. In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. **OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW.** If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a

precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. **YOU AGREE NOT TO SEND ADT PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS, 800 E. WATERMAN, WICHITA, KS 67202**

3. Term. The initial term of this Agreement shall be for Sixty (60) months (the "Initial Term"). The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. 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.

4. Increases in Charges. We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.

5. Additional Charges. Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

6. Installation and Sale. (A) We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. **(B)** Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: **(i) Outright Sale.** If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. **(ii) ADT Owned Equipment.** We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay

us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. **(iii) Third Party Financed Sale.** If you have 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 your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you 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 your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. **(iv) Conversion of Existing Equipment.** If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. **(C) Risk of Loss.** ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

7. Termination of Services; Default. (A) We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. **(B)** In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. **(C)** Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.

8. Representations and Warranties. You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.

9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY

AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

10. Indemnity; Limitation of Liability.

(a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.

(b) Limitation of Liability for Alarm Failure Events. **NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO \$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.**

(c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.

(d) Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Survival. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

11. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault (and/or the negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or

suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

12. Customer Duties. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. **LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.**

13. Services.

A. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

(i) Telecommunications. You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

(ii) Digital Communicator. If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

(iii) Radio Interface. If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency

transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

B. Internet Protocol Based Services. If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

C. Limited Warranty. Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

D. Extended Service Plan. Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.

(i) Extended Warranty. Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.

E. Cameras/Video. We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours: an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.

F. Radio/Cellular Service. (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could

interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

G. Wireless Devices. You understand that all 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 Contract 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 THE 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, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

H. e-Secure. If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.

I. Direct Connect Services. If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.

J. Inspections. We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.

K. Alarm Verification. If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.

L. Device Verification Service. If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

M. Vault Protection. You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.

N. eSuite. If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.

O. eVideo. If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.

14. Limitations on our Warranty, Extended Service Plan and Service Obligations. 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 AND PARTS.** The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the

Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. **OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.**

15. Delays. We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

16. Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.

17. Severability. If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

18. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.

19. Legal Actions. All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

20. Entire Agreement. This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.

21. Execution. This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means

(such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

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

Alarm.com TERMS IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or 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 ("**Alarm.com**" or "**us**" or "**we**"), has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to you 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 your 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 your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you 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. We 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. You 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 your Services include emergency two-way voice over a cellular or internet connection, you acknowledge 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 you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your 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 you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree 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 we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do 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 our control. We 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 your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you 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 YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR 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 US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU 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 YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR 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 YOU 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 YOU, 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 YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE 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 YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT 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. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge 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. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your 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 you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree 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 your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU 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, YOU AGREE THAT YOU 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 you are a resident or business located in the State of California, the following applies to you: If either you 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. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at www.adt.com/commercial/licenses.

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

Signatures

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.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

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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Powered by Experience.
Driven by Excellence.™

ADT Commercial

Proposal



Proposal prepared for:

Mirabella CCD

Presented by:

David Girgis

941-525-4474 | 1/30/2020

Sales Agreement ID: 890830423

Thursday, January 30, 2020

Mirabella CCD

14306 Romeo Blvd
WIMAUMA, FL 33598

Thank you for allowing us the opportunity to provide you with a proposal for your security system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

David Girgis

941-525-4474 / dgirgis@adt.com



Branch:	6874	Sales Representative:	David Girgis	Today's Date:	1/30/2020
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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

Financial Summary

Total Equipment and Installation Charge: \$5,811.87

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 \$0.00 of these Equipment Charges, with a remaining balance of \$5,811.87 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: \$388.10 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.

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:	Video Surveillance System-ADT Owned Option Quote	Job #:	
Equipment Ownership:	Company Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

Video Surveillance System-ADT Owned Option Quote

Extended Service Plan	Extended Service Plan
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Equipment List

Quantity	Material Code	Description
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft
500	50922101	23/4PR CAT6+ CMR 1M RLBX WHT
1	N8NRP4TB	8ch. 4K H.265 NVR w/POE, 4 TB
8	O4VFDM	4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing

Equipment & Installation	\$2,349.87
Monthly Fee	\$148.35

Scope Of Work

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

Inclusions/Exclusions

System Design Information

System Design Name:	Access Control System-Adt Owned Option Quote	Job #:	
Equipment Ownership:	Company Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

Access Control System-Adt Owned Option Quote

Brivo Services	Brivo Onair Reader Monthly Data Plan: 3
Extended Service Plan	Extended Service Plan

Equipment List

Quantity	Material Code	Description
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft
1	TS-21G	Green Exit Button
1	AL400UL	12/24V 4Amp power Supply
3	6005BKB00	Prox Point Plus Reader Black
1	B-ACS6000-DB	2 Door Expansion Daughter Board (ACS6000 and ACS6008 Only)
250	WG-31951099	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)

Equipment & Installation	\$3,462.00
Monthly Fee	43 \$239.75

Scope Of Work

INSTALL 1 BRIVO 6000E CONTROL PANEL

INSTALL 1 EXPANSION DOOR BOARD

INSTALL 1 POWER SUPPLY

INSTALL 2 ELECTRIC STRIKES

INSTALL 2 GRADE 2 STOREROOM LOCKSETS

INSTALL 1 MAG LOCK

INSTALL 1 PUSH TO EXIT BUTTON

INSTALL 3 CARD READERS

SET UP BRIVO INTERACTIVE SERVICES

PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

INSTALL 1 BRIVO 6000E CONTROL PANEL

INSTALL 1 EXPANSION DOOR BOARD

INSTALL 1 POWER SUPPLY

INSTALL 2 ELECTRIC STRIKES

INSTALL 2 GRADE 2 STOREROOM LOCKSETS

INSTALL 1 MAG LOCK

INSTALL 1 PUSH TO EXIT BUTTON

INSTALL 3 CARD READERS

SET UP BRIVO INTERACTIVE SERVICES

PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

Inclusions/Exclusions

Master Terms And Conditions

1. Premises. Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.

2. Charges. In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. **OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW.** If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a

precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. **YOU AGREE NOT TO SEND ADT PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS, 800 E. WATERMAN, WICHITA, KS 67202**

3. Term. The initial term of this Agreement shall be for Sixty (60) months (the "Initial Term"). The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. 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.

4. Increases in Charges. We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.

5. Additional Charges. Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

6. Installation and Sale. (A) We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. **(B)** Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: **(i) Outright Sale.** If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. **(ii) ADT Owned Equipment.** We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay

us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. **(iii) Third Party Financed Sale.** If you have 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 your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you 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 your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. **(iv) Conversion of Existing Equipment.** If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. **(C) Risk of Loss.** ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

7. Termination of Services; Default. (A) We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. **(B)** In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. **(C)** Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.

8. Representations and Warranties. You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.

9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY

AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

10. Indemnity; Limitation of Liability.

(a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.

(b) Limitation of Liability for Alarm Failure Events. **NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO \$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.**

(c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.

(d) Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Survival. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

11. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault (and/or the negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or

suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

12. Customer Duties. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. **LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.**

13. Services.

A. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

(i) Telecommunications. You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

(ii) Digital Communicator. If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

(iii) Radio Interface. If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency

transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

B. Internet Protocol Based Services. If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

C. Limited Warranty. Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

D. Extended Service Plan. Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.

(i) Extended Warranty. Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.

E. Cameras/Video. We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours: an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.

F. Radio/Cellular Service. (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could

interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

G. Wireless Devices. You understand that all 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 Contract 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 THE 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, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

H. e-Secure. If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.

I. Direct Connect Services. If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.

J. Inspections. We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.

K. Alarm Verification. If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.

L. Device Verification Service. If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

M. Vault Protection. You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.

N. eSuite. If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.

O. eVideo. If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.

14. Limitations on our Warranty, Extended Service Plan and Service Obligations. 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 AND PARTS.** The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the

Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. **OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.**

15. Delays. We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

16. Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.

17. Severability. If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

18. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.

19. Legal Actions. All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

20. Entire Agreement. This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.

21. Execution. This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means

(such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

22. Alarm.com If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as “Entry Delay Crash and Smash,” which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Alarm.com TERMS IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or 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 (“**Alarm.com**” or “**us**” or “**we**”), has authorized the Dealer to market and sell Alarm.com’s services (“**Services**”) to you 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 your 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 your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don’t remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you 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. We 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. You 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 your Services include emergency two-way voice over a cellular or internet connection, you acknowledge 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 you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your 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 you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree 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 we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do 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 our control. We 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 your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you 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 YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR 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 US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU 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 YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR 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 YOU 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 YOU, 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 YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE 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 YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT 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. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge 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. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your 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 you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree 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 your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU 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, YOU AGREE THAT YOU 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 you are a resident or business located in the State of California, the following applies to you: If either you 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. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at www.adt.com/commercial/licenses.

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

Signatures

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.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

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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Powered by Experience.
Driven by Excellence.™

ADT Commercial

Proposal



Proposal prepared for:

Mirabella CCD

Presented by:

David Girgis

941-525-4474 | 1/30/2020

Sales Agreement ID: 890830423

Thursday, January 30, 2020

Mirabella CCD

14306 Romeo Blvd
WIMAUMA, FL 33598

Thank you for allowing us the opportunity to provide you with a proposal for your security system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

David Girgis

941-525-4474 / dgirgis@adt.com



Branch:	6874	Sales Representative:	David Girgis	Today's Date:	1/30/2020
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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

Financial Summary

Total Equipment and Installation Charge: \$16,037.31

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 \$0.00 of these Equipment Charges, with a remaining balance of \$16,037.31 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: \$139.98 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.

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 System-Purchase Option Quote	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services	
Access Control System-Purchase Option Quote	
Brivo Services	Brivo Onair Reader Monthly Data Plan: 3
Extended Service Plan	Extended Service Plan

Equipment List		
Quantity	Material Code	Description
1	B-ACS6000-E	Brivo OnAir ACS6000 2 Door Ethernet Control Panel (Includes chassis enclosure, Cabinet Lock and Wifi)
1	B-ACS6000-DB	2 Door Expansion Daughter Board (ACS6000 and ACS6008 Only)
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft
3	6005BKB00	Prox Point Plus Reader Black
1	TS-21G	Green Exit Button
1	AL400UL	12/24V 4Amp power Supply
250	WG-31951099	PROFUSION ACCESS CTRL CABLE PL enum - 22 6 shld 2-18 4 1-18

Equipment & Installation	\$9,890.21
Monthly Fee	\$89.99

Scope Of Work

INSTALL 1 BRIVO 6000E CONTROL PANEL
 INSTALL 1 EXPANSION DOOR BOARD
 INSTALL 1 POWER SUPPLY
 INSTALL 2 ELECTRIC STRIKES
 INSTALL 2 GRADE 2 STOREROOM LOCKSETS
 INSTALL 1 MAG LOCK
 INSTALL 1 PUSH TO EXIT BUTTON
 INSTALL 3 CARD READERS
 SET UP BRIVO INTERACTIVE SERVICES
PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

INSTALL 1 BRIVO 6000E CONTROL PANEL
 INSTALL 1 EXPANSION DOOR BOARD
 INSTALL 1 POWER SUPPLY
 INSTALL 2 ELECTRIC STRIKES
 INSTALL 2 GRADE 2 STOREROOM LOCKSETS
 INSTALL 1 MAG LOCK
 INSTALL 1 PUSH TO EXIT BUTTON
 INSTALL 3 CARD READERS
 SET UP BRIVO INTERACTIVE SERVICES
PROVIDE ACCESS CONTROL CARDS AT THE COST OF \$3 EACH

Inclusions/Exclusions

System Design Information

System Design Name:	Video Surveillance System-Purchase Option Quote	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services

Video Surveillance System-Purchase Option Quote

Extended Service Plan	Extended Service Plan
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Equipment List

Quantity	Material Code	Description
5	88215681	CONDUIT PVC-1 -40 1 inch 10Ft
500	50922101	23/4PR CAT6+ CMR 1M RLBX WHT
8	O4VFDM	4Mp Dome Ip Camera With Junction Box, 2.7-12Mm Motorized Lens, White Housing
1	N8NRP4TB	8ch. 4K H.265 NVR w/POE, 4 TB

Equipment & Installation	\$6,147.10
Monthly Fee	\$49.99

Scope Of Work

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

SWAP OUT EXISTING DVR WITH 3 CAMERAS AND INSTALL:

1-SPECO 8 CHANNEL 4TB NVR

8-SPECO 4MP HD IR VARIFOCAL LENS CAMERAS

CAMERA#1-POOL EQUIPMENT & AIRCONDITIONING EQUIPMENT VIEW

CAMERA#2-FOYER SEATING VIEW

CAMERA#3-GATE ENTRY HALL VIEW

CAMERA#4-POOL FENCE ENTRY VIEW

CAMERA#5-MAILBOX AREA VIEW

CAMERA#6-REPLACE EXISTING ANALOG CONFERENCE ROOM CAMERA

CAMERA#7-REPLACE EXISTING ANALOG PARKING LOT VIEW CAMERA

CAMERA#8-REPLACE EXISTING ANALOG POOL AREA VIEW CAMERA

SET UP REMOTE VIEW

Inclusions/Exclusions

Master Terms And Conditions

1. Premises. Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.

2. Charges. In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. **OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW.** If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. **YOU AGREE NOT TO SEND ADT PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS, 800 E. WATERMAN, WICHITA, KS67202**

3. Term. The initial term of this Agreement shall be for **Sixty (60) months (the "Initial Term")**. The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such

individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. 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.

4. Increases in Charges. We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.

5. Additional Charges. Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

6. Installation and Sale. (A) We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. **(B)** Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: **(i) Outright Sale.** If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. **(ii) ADT Owned Equipment.** We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. **(iii) Third Party Financed Sale.** If you have 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 your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you 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 your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. **(iv) Conversion of Existing Equipment.** If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. **(C) Risk of Loss.** ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment

from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss payee."

7. Termination of Services; Default. (A) We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. **(B)** In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. **(C)** Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.

8. Representations and Warranties. You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.

9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.

10. Indemnity; Limitation of Liability.

(a) Indemnity. We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise

out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited pursuant to Paragraph 10(b) below.

(b) Limitation of Liability for Alarm Failure Events. **NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO \$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.**

(c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.

(d) Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Survival. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

11. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault (and/or the negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

12. Customer Duties. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. **LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED,**

AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

13. Services.

A. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

(i) Telecommunications. You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such

connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

(ii) Digital Communicator. If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

(iii) Radio Interface. If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

B. Internet Protocol Based Services. If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

C. Limited Warranty. Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for

your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

D. Extended Service Plan. Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.

(i) Extended Warranty. Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.

E. Cameras/Video. We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) Remote Tours: an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.

F. Radio/Cellular Service. (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

G. Wireless Devices. You understand that all 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 Contract 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 THE 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 your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for

all equipment, including all wireless devices.

H. e-Secure. If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.

I. Direct Connect Services. If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.

J. Inspections. We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.

K. Alarm Verification. If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.

L. Device Verification Service. If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

M. Vault Protection. You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.

N. eSuite. If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.

O. eVideo. If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.

14. Limitations on our Warranty, Extended Service Plan and Service Obligations. 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 AND PARTS.** The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. **OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.**

15. Delays. We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any

other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

16. Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.

17. Severability. If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

18. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.

19. Legal Actions. All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

20. Entire Agreement. This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.

21. Execution. This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means (such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

22. Alarm.com If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile

Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Alarm.com TERMS IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or 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 (“**Alarm.com**” or “**us**” or “**we**”), has authorized the Dealer to market and sell Alarm.com’s services (“**Services**”) to you 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 your 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 your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don’t remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you 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. We 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. You 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 your Services include emergency two-way voice over a cellular or internet connection, you acknowledge 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 you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your 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 you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree 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 we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do 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 our control. We 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 your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you 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 YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR 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 US ARE PROVIDED “AS IS,” WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU 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 YOU. ALARM.COM

SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR 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 YOU 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 YOU, 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 YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE 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 YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT 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. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge 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. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your 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 you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree 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 your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU 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, ANDEACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU 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 you are a resident or business located in the State of California, the following applies to you: If either you 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. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at www.adt.com/commercial/licenses.

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

Signatures

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.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

Customer Authorized Representative	Printed Name	Title	Date
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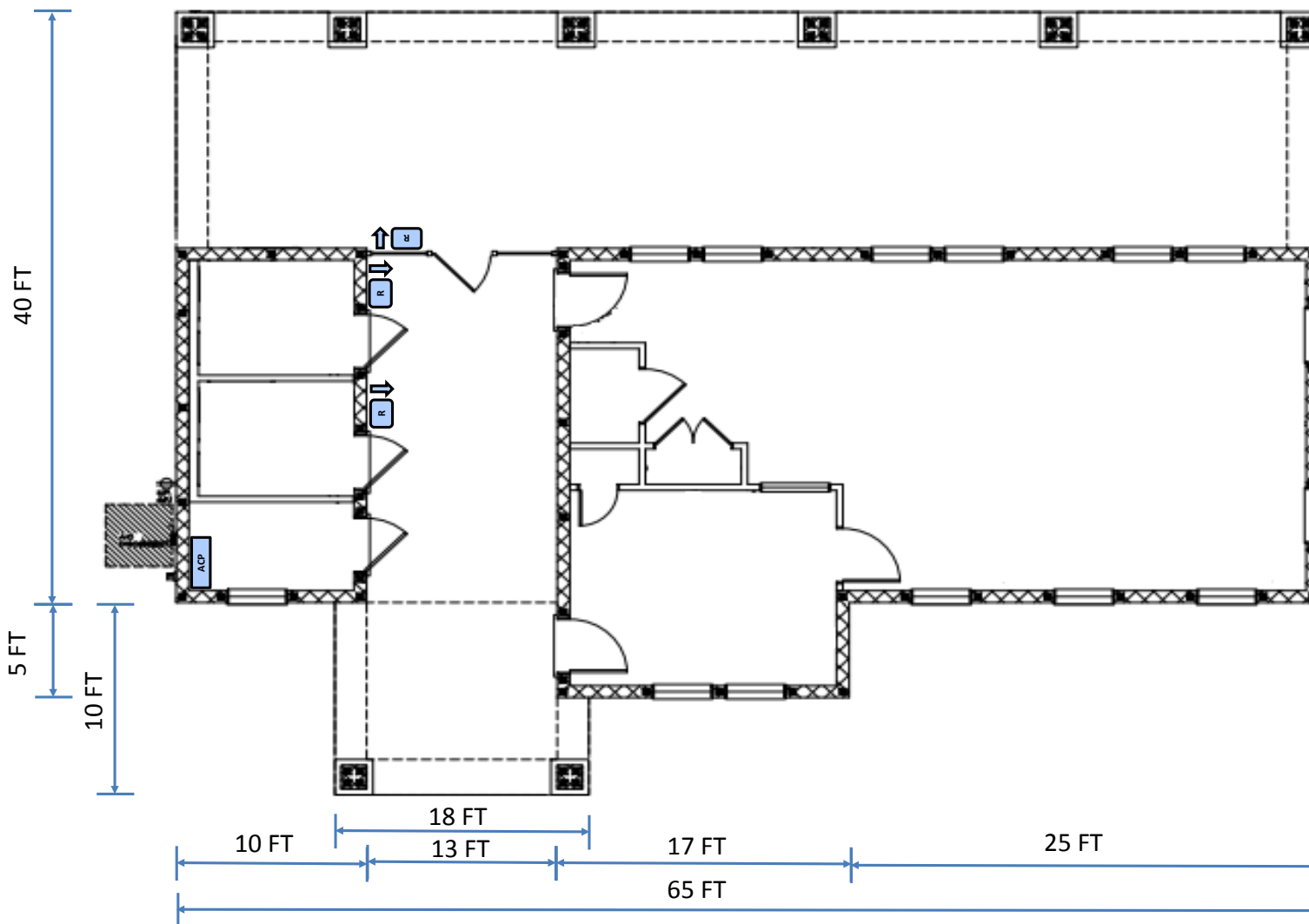
ADT Representative	Printed Name	Title	Date
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ADT Authorized Manager	Printed Name	Title	Date
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Scope of Work





























Legend	Estimate # SA#890830423	Account Mirabella CDD	Address 14306 Romeo Blvd Riverview, FL 33579	Completed By David Girgis-941-525-4474
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Symbol	Description	# Devices
Intrusion Alarm		
BACP	Intrusion Alarm Control Panel	
KP	Intrusion Alarm Keypad	
B	Cellular Backup	
C	Door Contact	
C	Overhead Door Contact	
M	Motion Detector (Long Range)	
M	Motion Detector (Wide Angle)	
M	Motion Detector (Ceiling Mount)	
G	Glassbreak Detector	
T	Photo-Electric Beam Transmitter	
R	Photo-Electric Beam Receiver	
!	Panic Button	
))	Siren	
Access Control		
R	Access Control Reader	3
R	Access Control Reader	
#	Access Control Keypad	
#	Access Control Keypad	
ACP	Access Control Panel	1
P/S	Locking Hardware Power Supply	
Video Surveillance		
	Dome Camera	
	Camera and Housing	
	Approximate Field of View	
S	Network Switch	
P	Camera Power Supply	
DVR	Digital Video Recorder	
NVR	Network Video Recorder	
NAS	Network Attached Storage	
	Monitor	































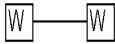
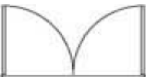

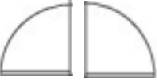
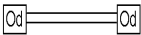

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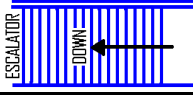
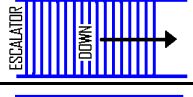
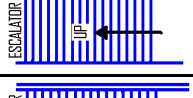

Scope of Work

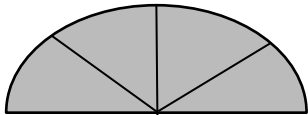
Legend			Estimate #	Account	Address	Completed By
						David Girgis-941-525-4474
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	Intrusion Alarm Control Panel					
	Intrusion Alarm Keypad					
	Cellular Backup					
	Door Contact					
	Overhead Door Contact					
	Motion Detector (Long Range)					
	Motion Detector (Wide Angle)					
	Motion Detector (Ceiling Mount)					
	Glassbreak Detector					
	Photo-Electric Beam Transmitter					
	Photo-Electric Beam Receiver					
	Panic Button					
	Siren					
Access Control						
	Access Control Reader					
	Access Control Reader					
	Access Control Keypad					
	Access Control Keypad					
	Access Control Panel					
	Locking Hardware Power Supply					
Video Surveillance						
	Dome Camera					
	Camera and Housing					
	Approximate Field of View					
	Network Switch					
	Camera Power Supply					
	Digital Video Recorder					
	Network Video Recorder					
	Network Attached Storage					
	Monitor					
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Scope of Work

Legend			Estimate #	Account	Address	Completed By	David Girgis-941-525-4474
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	Motion Detector (Ceiling Mount)						
	Glassbreak Detector						
	Photo-Electric Beam Transmitter(PE)						
	Photo-Electric Beam Receiver (PE)						
	Panic Button						
	Siren						
Access Control							
	Access Control Reader						
	Access Control Reader						
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	Monitor						
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	Window
	Double Doors
	Emergency Exit
	Single Man Door (s)
	Overhead Doors
	Stairs

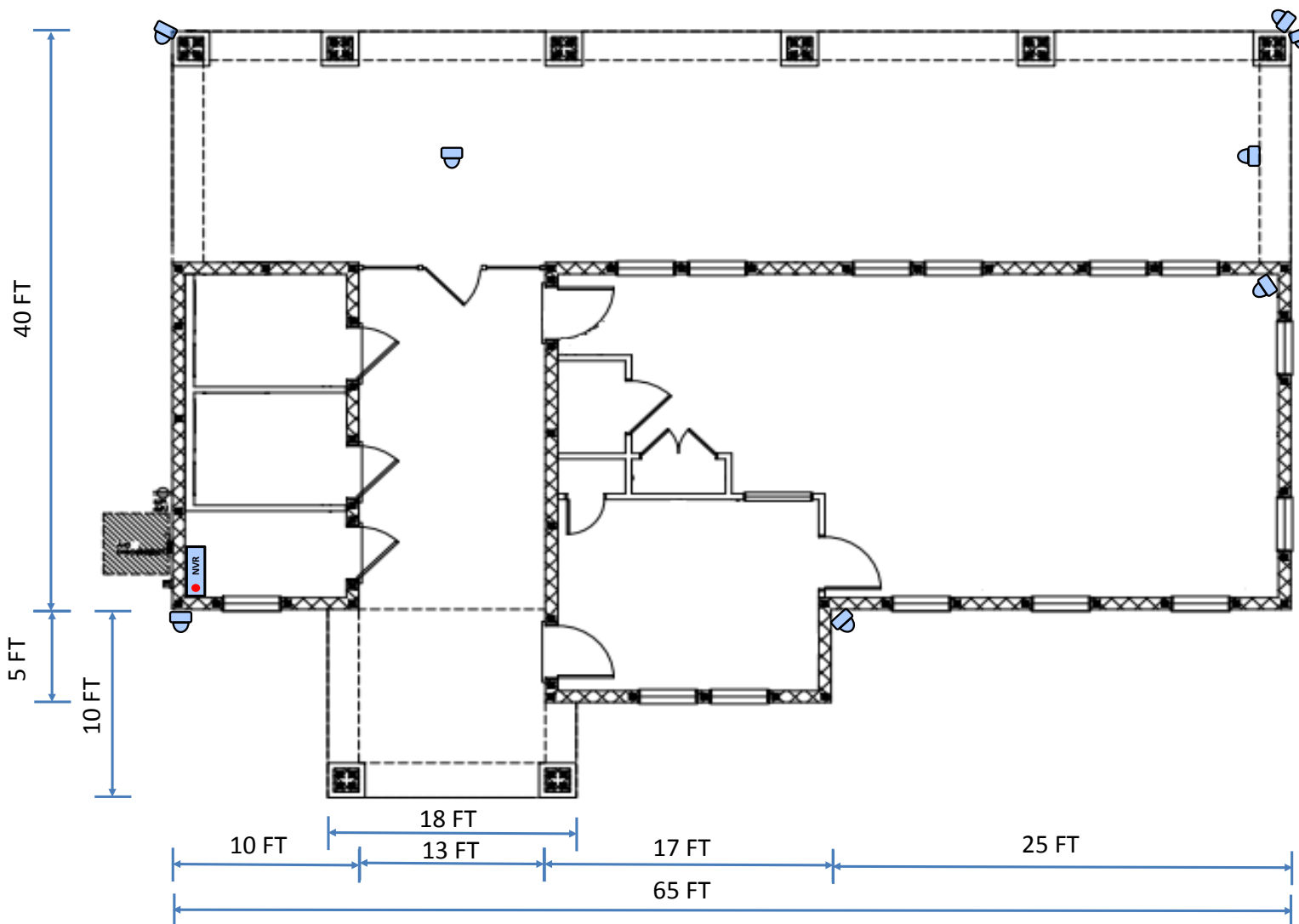
	Passenger Elevator
	Escalator Down
	Escalator Down
	Escalator Up
	Escalator Up



Scope of Work





























Legend	Estimate # SA#890830423	Account Mirabella CDD	Address 14306 Romeo Blvd Riverview, FL 33579	Completed By David Girgis-941-525-4474
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#	Access Control Keypad	
ACP	Access Control Panel	
P/S	Locking Hardware Power Supply	
Video Surveillance		
📹	Dome Camera	8
📹	Camera and Housing	
📹	Approximate Field of View	
S	Network Switch	
P	Camera Power Supply	
DVR	Digital Video Recorder	
NVR	Network Video Recorder	1
NAS	Network Attached Storage	
📺	Monitor	































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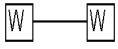
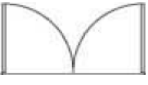

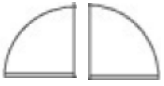
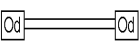

Scope of Work


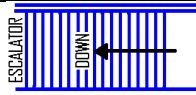
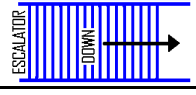
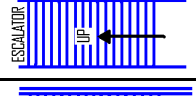
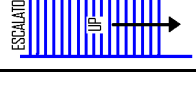
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Access Control						
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	Access Control Keypad					
	Access Control Panel					
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Video Surveillance						
	Dome Camera					
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	Approximate Field of View					
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	Camera Power Supply					
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	Network Attached Storage					
	Monitor					
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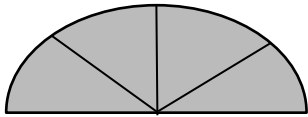
Scope of Work

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	Window
	Double Doors
	Emergency Exit
	Single Man Door (s)
	Overhead Doors
	Stairs

	Passenger Elevator
	Escalator Down
	Escalator Down
	Escalator Up
	Escalator Up





PROPOSAL PREPARED FOR

Mirabella CDD

11/1/2019



PROPOSAL

11/01/19

CUSTOMER INFORMATION

Mirabella CDD
 Nicole Hicks
 14306 Romeo Blvd Wimauma FL 33598
nicole.hicks@merituscop.com
 Kantech Access Control - On Premise

PRICE QUOTE

DESCRIPTION	QTY	RATE	TOTAL
Kantech KT400 - 4 Door Network Access Control System	1		\$ 12,490.00
Kantech EntraPass Corporate Edition Software	1		
Dell Laptop	1		
Fortinet 30E Firewall	1		
Install Maglock Card Reader and Push to Exit on Pool Gate	1		
Install Door Strike, Card Reader and Store Room Function Door Handle on Men's Restroom Door	1		
Install Door Strike, Card Reader and Store Room Function Door Handle on Women's Restroom Door	1		
APC 550 Battery Back Up	1		
Cards	500		
Sub-Total			\$ 12,490.00
Sales Tax		0.00%	\$ -
Total			\$ 12,490.00

Price includes sales tax, if applicable. Price includes one year parts warranty and a 30-day labor warranty. Additional labor warranty is available for purchase. Ask your sales representative for more information.

PAYMENT OPTIONS

CASH CONTRACT

50% Deposit with contract. Remaining balance due on day of installation.

We accept cash, check & all major credit cards. Use of a credit card may constitute in a processing fee.

FINANCE CONTRACT

MHD Communications offers 36 month, 48 month and 60 month options for financing.

If you are interested in financing your project, please request financing options.

ACCEPTANCE OF CONTRACT

The undersigned hereby agrees to purchase the above equipment in accordance with the terms and conditions stated. Until accepted and signed by an officer of seller at its principal office, this agreement shall not become effective and shall not constitute a binding contract. Pricing included on this proposal is valid for thirty days from initial presentation. Unless otherwise stated, this quote does not include surge protection which can help to protect customers from losses due to lightning and other "Acts of God". If you would like a quote for these services, please make a request to your sales representative.

SIGNATURE

DATE



PROPOSAL

11/01/19

CUSTOMER INFORMATION

Mirabella CDD
 Nicole Hicks
 14306 Romeo Blvd Wimauma FL 33598
nicole.hicks@merituscorp.com
 Open Path Access - Cloud Based

PRICE QUOTE

DESCRIPTION	QTY	RATE	TOTAL
Open Path - 4 Door Smart Hub - Access Control System	1		\$ 7,042.50
Fortinet 30E Firewall	1		
Install Maglock Card Reader and Push to Exit on Pool Gate	1		
Install Door Strike, Card Reader and Store Room Function Door Handle on Men's Restroom Door	1		
Install Door Strike, Card Reader and Store Room Function Door Handle on Women's Restroom Door	1		
APC 550 Battery Back Up	1		
Sub-Total			\$ 7,042.50
Sales Tax		0.00%	\$ -
Total			\$ 7,042.50

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SIGNATURE

DATE



PROPOSAL

11/01/19

CUSTOMER INFORMATION

Mirabella CDD
 Nicole Hicks
 14306 Romeo Blvd Wimauma FL 33598
nicole.hicks@merituscorp.com
 Surveillance

PRICE QUOTE

DESCRIPTION	QTY	RATE	TOTAL
Hikvision 8 Channel Network Video Recorder (NVR)	1		\$ 5,870.00
Hikvision 8MP Network IP Turret Dome Camera	8		
Installation, Termination and Testing of Cat6 Network Connection to Each Camera	8		
Sub-Total			\$ 5,870.00
Sales Tax		0.00%	\$ -
Total			\$ 5,870.00

Price includes sales tax, if applicable. Price includes one year parts warranty and a 30-day labor warranty. Additional labor warranty is available for purchase. Ask your sales representative for more information.

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SIGNATURE

DATE



Thank you for taking the time to review my proposal. It has been my pleasure to provide you with a solution for your technology needs. If I can answer any additional questions or provide you with more details please give me a call.

MHD takes pride in our solution-oriented business by offering phone systems, wiring, security systems, computer support, and strategic network systems design to fit your office and budget. We hope you have found the solution you are looking for in MHD. We at MHD want to make your business just that much more successful and we are looking forward to assisting you in doing so very soon!

Sincerely,

A handwritten signature in black ink, appearing to read "B. Zocchi", is positioned above the typed name.

Brian Zocchi
813-597-8939 Mobile
813-948-0202 Office
www.mhdcommunications.com
brian@MHDcommunications.com



Amenity Center Security Upgrades

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

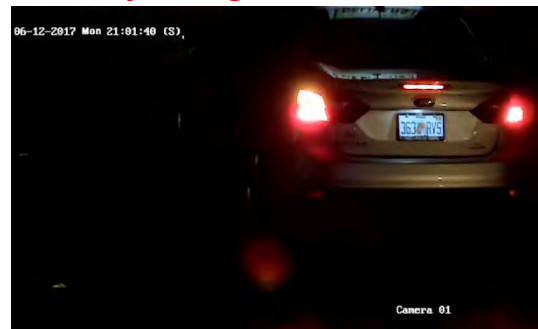
Next-Generation **Matrix Infra-Red** technology uniformly illuminates the scene at night.

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**

ACCESS CONTROL SYSTEM

1	eMerge Essentials Plus 4-Portal Access Controller	
1	Door access power controller	
3	Allegion Multi-technology wallswitch reader	
1	Allegion Multitechnology Mullion Mount 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	
3	Enforcer Electronic Door Strike	
1	Outdoor and Direct Burial Rated Security/Fire Cable	
1	Outdoor (and direct burial) rated Reader Cable	
20	1" EMT Conduit - 10FT	
2	3/4 PVC Conduit - 10FT	
Area Labor & Equipment Total		\$9,553.00

SURVEILLANCE UPGRADES

1	Platinum Professional Level 8 Channel HD-TVI DVR	
1	1 Terabyte surveillance grade hard drive	
1	Manufacturers 3 Year Warranty	
8	Platinum Wide Angle 5MP Super HD Turret Camera	
1	9 channel power supply with surge protection	
8	Universal camera junction box	
0.5	CCTV Cable	
Area Labor & Equipment Total		\$3,880.00

ACCES CONTROL CREDENTIALS

280	Allegion Smart Keyfob Technology (estimated 2 per home)	\$7.00 each
Equipment Total		\$1,960.00

PROJECT SUMMARY

TOTAL (plus applicable taxes) \$15,393.00

- **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 @ \$515.67, 48 months @ \$403.30 or 60 months @ \$381.75 (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



Allegion Multi-technology wallswitch reader MT15 Multitech Reader
 Works with Securiteam Mobile and most industry standard credentials



Allegion Multitechnology Mullion Mount Reader MT11 Mullion Reader
 Schlage multi-technology readers are designed to simplify access control solutions. They recognize magnetic stripe, proximity, Schlage smart card and NFC-enabled smart devices, ensuring a seamless transition to high-security smart technology in the future



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.

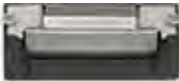
http://www.seco-larm.com/image/data/A_Documents/01_PI-Sheets/PI_E-94XFC-XXXSO_150930.pdf



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-SSxQ.pdf>



Enforcer Electronic Door Strike SD-996C-NUQ Door Strike

The SECO-LARM® Universal Door Strike can be used with virtually any cylindrical-locking system and can be configured for use in wood, aluminum, or metal doors. Included are three different-sized faceplates that can be easily installed on the strike to match the specific type of door frame. <http://www.seco-larm.com/pdfs/PI-SD-996C-NUQ.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 Universal Junction Box
 Cameras Supported: small turret and bullet cameras, including
<http://www.ltsecurityinc.com/more/mounting-bracket.html>



Allegion Smart Keyfob Technology 9651 Smart Card Key Fob
 Beyond access control, Schlage smart credentials deliver safe access to transit, cashless vending, cafeteria point-of-sale and other transactions and applications.



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.