

# **DELCOLLO SECURITY**

## **- TECHNOLOGIES -**

July 21, 2010

Town of Elsmere  
Attn: Tine Law  
11 Poplar Ave  
Elsmere, DE 19804

**Goal:** To provide the customer with fire alarm monitoring.

**Customers Responsibility:** Provide access to the property to complete the below proposal. Provide dual phone lines for monitoring purposes.

**Delcollo Security Technologies (DST) Responsibility:** Provide a proposal as listed below.

Delcollo Security Technologies will program the existing Fire Alarm Panel to communicate with our Central Station. The communicator will also be programmed to send daily test signals as per the NFPA72 and local codes. All necessary paperwork will be submitted as required.

The fire alarm system appears to be in proper working order as of the date of this proposal. No troubles are being displayed and it is assumed all inspections are up to date.

Delcollo Security Technologies assumes no warranty in regards to the existing fire alarm panel, wiring and associated components.

Total price for reprogramming **\$ no charge**

Central Station Monitoring including daily test signals **\$ 360.00 annually**

The Delaware State Fire Marshal's office requires one annual and one semi-annual fire alarm inspection to be performed. DST will perform one (1) annual and one (1) semi-annual fire alarm inspection including all required State of Delaware Fire Marshal paperwork.

Fire alarm deficiencies found during inspection are not included and will be submitted for repair via written proposal and repaired upon acceptance.

**Total annual price: \$ 985.00**

226 Brookside Drive • Boxwood Industrial Park • Wilmington, Delaware 19804

**Security Systems – Surveillance Systems – Closed Circuit Television – Access Control  
Fire Alarm Systems and Inspections – Paging and Sound Systems**

Phone: (302) 994-5400

www.delcollo.com

Fax: (302) 995-1023

July 21, 2010

Town of Elsmere  
Attn: Tine Law  
11 Poplar Ave  
Elsmere, DE 19804

**Please initial desired options**  
**Programming existing FACP**  
**Fire alarm monitoring**  
**Annual Fire alarm inspection**

No charge \_\_\_\_\_  
\$360.00annually \_\_\_\_\_  
\$985.00annually \_\_\_\_\_

1. The below price is good for 30 days.
2. Prices based on normal working hours: Mon-Fri 7:30am – 4:00pm
3. All goods and equipment furnished under this contract are and shall remain the property of Delcollo Security Technologies no matter how affixed to realty or personal property until paid in full.

Upon acceptance, please sign and return one copy to our office.

Accepted by *Tina Marie Law* Date *7/22/2010*  
 Delcollo Rep. Michael Musick Date 7/21/2010

Location: Town of Elsmere  
11 Poplar Ave.  
Elsmere, DE 19805

### False Alarm Prevention Check List

- 1) I acknowledge that all users of this alarm system are familiar with its operation.
- 2) I acknowledge that I received written and oral instructions from DELCOLLO SECURITY TECHNOLOGIES explaining the proper use and operation of the alarm system.
- 3) I acknowledge that I received all information including telephone numbers, account numbers, etc to assist me in avoiding alarm dispatch due to a false alarm.
- 4) It is understood all windows and doors are to be secured before arming the alarm system.
- 5) It is understood I am responsible for updating DELCOLLO SECURITY TECHNOLOGIES of changes to my response call list or service issues I may experience.
- 6) It is understood I will follow the manufacture's guidelines as outlined in the user manual for periodically testing my alarm system. DELCOLLO SECURITY TECHNOLOGIES will provide telephone assistance with this testing.
- 7) It is understood I have several options available to me with regards to the dispatching of the police. These options are designed to prevent a false dispatch. One example is " police not responding until the alarm is verified by the user".
- 8) I acknowledge the system will remain on test for seven days before authority dispatch is authorized unless I request exemption from this waiting period due to special circumstances.
- 9) I acknowledge that a false alarm prevention checklist has been provided for my records and for submittal with my registration application.
- 10) It is understood that Delcollo Security Technologies does not provide a warranty for existing equipment & wiring.

07-27-10

Date

John S. Gilbert

Alarm User (Print Name)

[Signature]  
Alarm User (Signature)

7.27-10

Date

Jon Pearson

Technician (Print Name)

[Signature]

Technician (Signature)

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DIRECT BILLING ACCOUNT

CHANGE ON EXISTING ACCOUNT

ACCOUNT CHANGE OVER

# ALARM MONITORING SERVICE AGREEMENT

Operations: 1-800-NED-COPS  
(800-633-2677)  
Fax: 856-629-4043

**LYDIA SECURITY MONITORING, INC.**  
D/B/A Central Office Processing Services  
P.O. Box 836  
Williamstown, NJ 08094

- INTERNAL USE ONLY -		
ENTERED BY _____	DATE _____	INVOICE # _____

START MONITORING ON (DATE) \_\_\_\_\_

DEALER USE \_\_\_\_\_

SUBSCRIBER OR DEALER LIC./REG. # \_\_\_\_\_

REC. # 393 ACCOUNT # 3125

This Agreement is made this 29 day of July 2010 by and between Lydia Security Monitoring, Inc. a/b/a/Central Office Processing Services ("Company"), and

NAME Town of Elsmere ("Subscriber")

MONITORED ADDRESS 11 Poplar Ave ("Premises")

CITY Elsmere TOWNSHIP \_\_\_\_\_ STATE DE ZIP CODE 19805

Call To Verify Phone No. 1: (302) 998-2215 Call To Verify Phone No. 2: \_\_\_\_\_

In consideration of and subject to the terms and conditions hereinafter set forth, Company agrees to monitor and Subscriber agrees to permit Company to monitor a **commercial or residential** signaling system ("System" or "Security Systems") in Subscriber's Premises as a subcontractor of Dealer Name Delcotto Security Technologies

ACCOUNT IS A  U.L. CERTIFIED ACCOUNT FOR  FM CERTIFIED ACCOUNT FOR  BURG.  FIRE DEALER # 2569

PASS CODES: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

COMMENTS: \_\_\_\_\_

ACCT. TYPE:  COMMERCIAL  RESIDENTIAL  
FORMAT: \_\_\_\_\_  
PANEL TYPE: \_\_\_\_\_  
2-WAY VOICE MODULE: \_\_\_\_\_

### AUTHORITY REF. # LIST IN ORDER AGENCIES OR AUTHORITIES TO BE NOTIFIED (HEREINAFTER "DESIGNATED PERSONS") CHECK P=POLICE, F= FIRE, M=MEDICAL, OR A=AUXILIARY

P1	<input checked="" type="checkbox"/> F1	<input type="checkbox"/> M1	<input type="checkbox"/> A1	Call: <u>Police</u>	@	( <u>302</u> ) <u>998-1173</u>
P2	<input type="checkbox"/> F2	<input checked="" type="checkbox"/> M2	<input type="checkbox"/> A2	Call: <u>Fire</u>	@	( <u>302</u> ) <u>656-3930</u>
P3	<input type="checkbox"/> F3	<input type="checkbox"/> M3	<input type="checkbox"/> A3	Call: _____	@	( )

### RESP. PARTY REF. # LIST IN ORDER RESPONDING PARTIES TO BE NOTIFIED UPON RECEIPT OF SIGNALS FOR LISTED CODES (HEREINAFTER "DESIGNATED PERSONS")

KEY: H = HOME W = WORK C = CELL P = PAGER E = EMAIL Circle One PHONE #:

Notify or Email: \_\_\_\_\_

Notify or Email: \_\_\_\_\_

Notify or Email: \_\_\_\_\_ HWCP@ ( )

Notify or Email: \_\_\_\_\_ HWCP@ ( )

### Alarm Company Notification

Attn Dealer: Alarm notification will be sent via COP-A-FAX or Email if you have activated either service. If Dealer phone notification is required, indicate with either "A" (Alarm Co. notification) or "R" (Runner for Fire System Response) in "AL.CO." field.

CODE/ZONE	<input type="checkbox"/> USE TEMPLATE # _____ ATTACH RIDER FOR ADDITIONAL CODES	CHECK ONE (IF APPLICABLE)	AUTHORITY REF. #	RESPONDING PARTY REF. #	AL. CO.
_____	<input type="checkbox"/> SUPERVISED TEST FREQUENCY (I.E. 24, 72, etc.): _____ <input type="checkbox"/> CODE SPECIFIC	CALL TO VERIFY / NOTIFY PREMISES			
_____	OPENING/CLOSING <input type="checkbox"/> SUPERVISED <input type="checkbox"/> UNSUPERVISED:	<input type="checkbox"/> <input type="checkbox"/>			
CONDITION		<input type="checkbox"/> <input type="checkbox"/>			
CONDITION		<input type="checkbox"/> <input type="checkbox"/>			
CONDITION		<input type="checkbox"/> <input type="checkbox"/>			
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### DISPATCH MODIFICATION (Select Only One)

- Activate "Subscriber Delay of Dispatch" Modification (maximum of four separate calls prior to dispatch)
- Activate "Multiple Alarm Analysis" Before Responding To My Account  
Do not respond to a burglar alarm signal unless more than one unique code or zone is received within \_\_\_\_\_ minutes (maximum 10 minutes)
- Activate "Duplicate Signal Suppression" After Responding To My Account

**IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND COMPANY ASSOCIATES AND THIS LIABILITY SHALL BE EXCLUSIVE.**

**IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR COMPANY ASSOCIATES AS AN INSURER.**

**3. Release of Insured Losses.** Subscriber hereby releases Company and Company Associates from and against all (i) losses, damages and expenses covered by Subscriber's insurance policies, (ii) deductibles, and (iii) loss, damage and expense in excess of amounts paid by Subscriber's insurance company.

**4. Waiver of Subrogation.** Subscriber hereby waives any rights Subscriber's insurance company may have to be reimbursed by Company or Company Associates for money paid to or on behalf of Subscriber.

**5. INDEMNIFICATION.** SUBSCRIBER AGREES TO DEFEND COMPANY AND COMPANY ASSOCIATES WITH ATTORNEYS DESIGNATED BY COMPANY FROM AND AGAINST AND PAY (WITHOUT ANY CONDITION OR OBLIGATION THAT COMPANY OR COMPANY ASSOCIATES FIRST PAY) FOR ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR COMPANY ASSOCIATES BY OR DUE TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING SUBSCRIBER'S INSURANCE COMPANY, ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THE SERVICE, FAILURE OR IMPROPER DISPATCH OF PERSONS, RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, OPERATION OR NON-OPERATION OF THE MONITORING STATION FACILITIES, OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY ASSOCIATES OR COMPANY.

**6. Place of Suit.** Subscriber and Company each irrevocably agree that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of this Agreement or the Services (a "Suit") shall be brought exclusively in the state or federal courts located in the district or county where Company's monitoring station is located and Subscriber and Company each irrevocably and unconditionally consent to the exclusive jurisdiction of these courts.

**7. WAIVER OF TRIAL BY JURY.** SUBSCRIBER AND COMPANY EACH HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.

**8. Suspension of Service and Removal of Equipment.** Should Dealer default under its contract with Company, or upon termination of Services for any reason, or if the Security Alarm becomes a "runaway" system or is excessively communicating with Company's monitoring station without apparent reason, Subscriber authorizes and empowers Company to, without limitation, do any one or more of the following: ignore all communications received from the Security Alarm, disconnect the Security Alarm, or render the Security Alarm incapable of communicating locally or with Company's monitoring station by direct or remote programming the removal or deletion of data necessary to operate the Security Alarm. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights.

**9. Damages.** If Subscriber fails or refuses to cooperate or prevents Company from exercising its rights pursuant to the previous paragraph, Subscriber shall pay to Company the sum of One Dollar (\$1.00) for each individual communication received by the monitoring station, as agreed upon damages and not as a penalty, plus all actual attorneys' fees and court costs incurred by Company as a party in any action arising out of or from or related to the previous paragraph or this paragraph.

**10. False Alarms.** In the event the Security Alarm is activated for any reason whatsoever, the Subscriber shall (i) pay, without any right to be reimbursed by Company, or (ii) reimburse Company for any fines, fees, losses, damages, costs, expenses and penalties assessed against Subscriber or Company by any person, court or local, state or federal government or governmental agency.

**11. Binding Agreement.** This Agreement, without any changes, shall be deemed to be in full force and effective upon commencement of Services.

**12. Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of New Jersey without reference to any conflicts of law rules.

**13. Contractual Limitation of Actions.** All claims, actions or proceedings against Company or Company Associates must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.

**14. Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

**15. Payment of Attorneys' Fees.** Subscriber shall pay to Company all costs and expenses including, without limitation, actual attorneys' fees incurred by Company or Company Associates in any dispute in connection with, arising out of or from, as a result of, related to or as a consequence of the relationship, rights, duties, responsibilities or obligations of the parties created by this Agreement.

**16. Monitoring Service.** Monitoring service consists solely of the calling by telephone ("Calling") (at the numbers supplied by Dealer or a Subscriber in writing) of Proper Authorities (the "Responding Party List") within a reasonable period of time (a) under the circumstances at the Monitoring Station and (b) the priority of the Communication received from the subscriber's premises ("Premises") which are voice or video communication or electronic signals which are codes identified in writing by Dealer ("Listed Codes") appear on an operator's computer screen at the Monitoring Station ("Monitoring Services"). No Monitoring Service shall be rendered for electronic signals received which are not Listed Codes or for voice and video communication which does not request assistance.

**IF "SUBSCRIBER DELAY OF DISPATCH" IS CHECKED, COMPANY WILL CALL PROPER AUTHORITIES ONLY AFTER FIRST ATTEMPTING ONE CALL TO EACH OF THE FIRST TWO TELEPHONE NUMBERS SUPPLIED BY SUBSCRIBER (THE "RESPONDING PARTY LIST") TO OBTAIN DIRECTION CONCERNING THE NECESSITY TO REPORT THE RECEIPT OF LISTED CODES TO PROPER AUTHORITIES. IF "MULTIPLE ALARM ANALYSIS" IS CHECKED, COMPANY WILL NOT CALL PROPER AUTHORITIES UNLESS MORE THAN ONE UNIQUE LISTED CODE OR ZONE IS RECEIVED AT THE MONITORING STATION WITHIN A TEN (10) MINUTE PERIOD. IF "DUPLICATE SIGNAL SUPPRESSION" IS CHECKED, AFTER COMPANY CALLS PROPER AUTHORITIES IT WILL NOT AGAIN CALL PROPER AUTHORITIES UPON RECEIPT OF THE SAME LISTED CODE(S) OR ZONE(S) WITHIN A SIXTY (60) MINUTE PERIOD.**

Notwithstanding anything contained herein to the contrary, (i) upon receipt of electronic signals which are not Listed Codes ("Phantom Signals"), Company may, in its sole and absolute discretion and without any liability, perform Monitoring Services as if the Phantom Signals are Listed Codes for the lowest level of non-life safety for the Premises; provided, however, Dealer may deliver written notice to Company directing Company to assume that such Phantom Signals are a specific Listed Code, but in no event shall Company be required to perform Monitoring Services for Phantom Signals, and (ii) upon receipt of a Listed Code or Phantom Signal and prior to Calling the Responding Party List, Company may, in its sole and absolute discretion and without any liability, Call or attempt to Call the Premises as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code to Proper Authorities and, in addition, Company may in its sole and absolute discretion and without any liability, upon receipt of an abort code or voice or video communication to disregard the receipt of a Listed Code or other Communication, refrain from Calling the Responding Party List or advise the Responding Party List of receipt of an abort code or voice or video communication to disregard the receipt of the Communication.

Company's efforts to notify Proper Authorities or the Responding Party List shall be satisfied by (a) advice of receipt of a Communication to the first person answering a Call, or (b) if a Call does not connect (e.g., telephone equipment or telephone Company's system unable to successfully complete the Call for any reason), one attempt to Call each of the telephone numbers or e-mail each of the e-mail addresses listed on the Responding Party List or Proper Authorities, or (c) by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

**17. Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in case the monitoring station, telephone network, equipment, or facilities necessary to operate the Security Alarm or monitoring station are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of Service.

**18. Integrated Agreement.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein.

**19. Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

**20. Modifications.** All changes or amendments to this Agreement must be in writing and signed by both parties to be binding on the parties.

**21. Consent to Intercept, Record, Disclose And Use Contents of Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, or electronic and other forms of transmission or communication to which you, Any Person or Company are parties.

**22. MEDICAL EMERGENCY SIGNAL.** SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY COMMUNICATION TRANSMITTED FROM THE PREMISES IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY SUBSCRIBER. SUBSCRIBER UNDERSTANDS AND AGREES THAT COMPANY AND COMPANY ASSOCIATES ARE HEREBY RELEASED FROM ANY AND ALL LOSSES, DAMAGES AND EXPENSES WHICH SUBSCRIBER, OR ANYONE CLAIMING THROUGH SUBSCRIBER, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR COMPANY ASSOCIATES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS INCLUDING, WITHOUT LIMITATION, THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY ASSOCIATES OR COMPANY

**23. Subscriber Obligations.** If Subscriber or Dealer terminates the business relationship between them for any reason whatsoever, or if Subscriber sells or no longer occupies the entire Premises, Subscriber shall immediately (i) notify Company in writing, and (ii) deprogram the communicator in the alarm panel to delete Company's telephone number and account number.

**24. Liquidated Damages.** If the Security Alarm excessively communicates with Company monitoring station or if the Subscriber is not subject to a valid and acceptable contract with Company and the Security Alarm continues to communicate with the monitoring station, Subscriber agrees to pay to Company the sum of One Dollar (\$1.00) for each individual communication from the Security Alarm received by Company monitoring station, as liquidated damages and not as a penalty, plus all actual attorneys' fees and court costs incurred by Company as a party to any dispute arising out of or from or in connection with this paragraph.

**25. Subscriber Authorization/Consent.** Subscriber hereby irrevocably (i) authorizes the Dealer to instruct Company to disregard or ignore any communications received by Company from the Premises if the Security Alarm excessively communicates with Company monitoring station or if the Subscriber is not subject to a valid and acceptable contract with Company and the Security Alarm continues to communicate with the monitoring station, and (ii) consents to Company's compliance with all such instructions.

**26. Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

**27. Kansas Modification.** In any subscriber Agreement between Company and a Kansas consumer, as that term is defined in the Kansas Consumer Protection Act, nothing in this contract shall be construed to exclude, modify, or otherwise limit either the implied warranties of merchantability or fitness for a particular purpose, or any remedy provided by law for a breach of those warranties.

# DELCOLLO SECURITY — TECHNOLOGIES —



226 Brookside Drive  
Boxwood Industrial Park  
Wilmington, Delaware 19804  
(302) 994-5400

This agreement is made this 29 day of July, 2010 by and between Custom Security, Inc. and

NAME Town of Elspire ("Subscriber")  
ADDRESS 11 Peplar Ave CITY Elspire STATE DC ZIP 19805

Location of Protected Premises ("Premises")

Subject to the terms and conditions hereinafter set forth, Company agrees to  sell  lease to Subscriber and/or to  install  dispatch service  access control service  medical alert services  repair services on a  Monday to Friday  Sunday to Saturday basis between the hours of  9-5  24 hours a day  per call repair service  maintain  monitor a  commercial  residential signaling system ("System") (except communicator), as follows:

1. Subscriber agrees to pay Company the sum of 0 (\$) for the installation (and sale if system sold) of the System as follows:

(a) \$ \_\_\_\_\_ Upon signing this Agreement

(b) \$ \_\_\_\_\_ Upon the completion of installation.

2. Subscriber agrees to pay Company the sum of Three Hundred Sixty (\$ 360.00) for the lease of the system, dispatch, access control services, repair services, maintenance, and/or central station monitoring services, as checked above, prepaid 360.00 for a period of 1 year(s). This Agreement shall automatically, without action by either party, extended and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives to the other at least thirty days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date. Time is of the essence with regard to this paragraph.

**3. SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE WHICH MAY ARISE DUE TO THE DESIGN, SALE, LEASE, INSTALLATION, REPAIR, SERVICE, MAINTENANCE, OR MONITORING OF ANY SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF EQUIPMENT AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS AND/OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, NOTWITHSTANDING THE ABOVE PROVISIONS, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, BUT NOT LIMITED TO ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.**

**IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.**

4. Company shall have the right to increase or decrease the annual charge(s) provided in paragraph 2 (except as to the rental fee until the end of the original term) at any time or times after the expiration of one year from the date service is commenced under this Agreement upon giving Subscriber written (30) days in advance of the effective date of such change. If Subscriber is unwilling to pay any revised annual charge, Subscriber may terminate that portion of this Agreement relating to those services which have been increased by notifying Company in writing twenty (20) days prior to the otherwise effective date of the change, and by paying all charges for service rendered until the date of termination.

5. Subscriber understands that transmission of signals from the devices with which the System is equipped ("devices") and/or the System may be via radio telemetry or wire (telephone circuit) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further understands that for equipment which transmits signals via the telephone circuit there are various types of telephone line service, including direct wire, McCullough Loop, etc., and the devices are not infallible and Subscriber specifically acknowledges that Company does not represent or warrant that the devices, System or the transmission of signals from the devices or the System via radio telemetry or telephone line service may not be interrupted, circumvented or compromised. In addition, Subscriber understands that a digital central station communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

6. Subscriber does hereby for himself and all parties claiming under him release and discharge Company from and against all hazards covered by insurance or bond where the insurance policy or bond does not prohibit the Subscriber to do so, it being expressly understood and agreed that no insurance company, insurer, or bonding company or their successors or assigns shall have any rights created by a Loan Agreement, Loan Receipt, or other like document or procedure, or any right of Subrogation against Company if the Subscriber is not prohibited under the insurance policy or bond from waiving such rights.

7. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys fees and lawsuits which may be asserted against or incurred by company by or due to any person not a party to this Agreement for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or nonoperation of the equipment, whether due to the sole, joint or several negligence of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage caused directly and solely by the negligence of an employee of Company while on Subscriber's premises, provided, however, that this exception shall be limited to the amount of proceeds received from the Company's insurance policy(ies) applicable to the claim or action.

8. In order that Company may perform the services set forth herein, Subscriber agrees to provide Company with unrestricted access to the Premises and to permit installation, repair, service and/or maintenance in accordance with Company's written proposal, if any, which is incorporated herein by reference, and Company's standard practices. Company reserves the right to substitute equipment of equal or better performance at its discretion. Subscriber acknowledges that Company has no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company shall have no liability whatsoever for any damages, losses or expenses for personal injury, including death, or to real or personal property caused by or involving such hidden objects during installation, repair, service or maintenance of the System, even if due to the active or passive sole, joint or several negligence of Company and/or its agents, servants, employees, suppliers or subcontractors. Company makes no representation, promise, warranty or guarantee of delivery and installation of equipment or commencement of services by any particular date, and Subscriber agrees that Company shall have no liability for any loss, damage, or expense to Subscriber, including any direct, special, incidental, or consequential damages sustained by Subscriber due to any delay in delivery, installation, commencement or completion of services, regardless of whether the delay is excusable or non-excusable and/or due to the sole, joint, or several negligence of Company or its agents, servants, employees, suppliers, or subcontractors.

9(a). Title to all equipment shall remain at all times in Company unless sold and until fully paid for. Company shall have a security interest in the equipment sold hereunder until it is fully paid for and Subscriber agrees to perform all acts which may be necessary to assure Company's security interest in the equipment. Should Subscriber default in any payment for the equipment, Subscriber authorizes and empowers Company to remove the equipment from the premises, to disconnect the equipment and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code. Such removal and/or disconnection shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default, and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to repair, restore, or redecorate the premises in the event the equipment is removed as a result of Subscriber's breach of this Agreement. Company shall in no event be liable for direct, special, incidental or consequential expense, loss or damage to the Subscriber resulting from such removal and/or disconnection, whether due to the sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors, and Subscriber hereby releases Company for all such foregoing expense, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the equipment shall pass to Subscriber upon delivery to the premises. Subscriber agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty, whether affixed to the premises or not.

9(b). Due to the disruption to Company's business caused by receipt of signals from Premises not under contract with Company subsequent to the termination of services, Subscriber empowers and authorizes Company to peaceably enter the Premises and render the equipment incapable of communicating with its Central Station, without any liability to Subscriber, and Subscriber hereby releases Company for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors.

**SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS PARAGRAPH 3 ABOVE AND PARAGRAPH 14 (COMMERCIAL TRANSACTIONS ONLY) ON REVERSE.**

**TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS CONTRACT.**

**SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT.**

**READ THE FRONT AND REVERSE BEFORE SIGNING.**

**THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**YOU, THE BUYER (CONSUMER TRANSACTIONS ONLY), MAY CANCEL THIS TRANSACTION, SALE OR CONTRACT FOR ANY REASON, AT ANY TIME WITHIN THREE (3) BUSINESS DAYS OR PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION OR YOU HAVE SIGNED THE CONTRACT AND/OR PURCHASED THE MERCHANDISE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**NOTICE TO SUBSCRIBER.**

**14(B). (RESIDENTIAL AND COMMERCIAL TRANSACTIONS) IN THE EVENT OF DEFAULT OF SUBSCRIBER, COMPANY SHALL HAVE THE RIGHT TO ENTER AND CONFESS JUDGMENT IN REPLEVIN FOR IMMEDIATE POSSESSION OF THE EQUIPMENT. SUBSCRIBER HEREBY IRREVOCABLY AUTHORIZES ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY TO APPEAR FOR AND CONFESS JUDGMENT AGAINST SUBSCRIBER IN FAVOR OF COMPANY IN ANY ACTION OF REPLEVIN INSTITUTED BY COMPANY TO RECOVER POSSESSION OF THE EQUIPMENT FOR WHICH AN AFFIDAVIT OF DEFAULT BY COMPANY AND THIS AGREEMENT SHALL BE HIS SUFFICIENT WARRANT. UPON THE ENTRY OF JUDGMENT IN REPLEVIN FOR POSSESSION, A WRIT OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER.**

15. A finance charge at the highest rate of the state in which the Premises is located will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall pay to Company a late charge of \_\_\_\_\_% of any payment due hereunder received by Company after the date on which such payment is due.

16. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available under law and equity even though not expressly referred to herein.

17. Dispatch service consists solely of responding to the Premises upon receipt of a signal from the Premises pursuant to the Underwriters Laboratories (U.L.) standards if a U.L. certification has been issued; if no U.L. certification has been issued, then dispatch service consists solely of responding to the Premises within a reasonable time after (a) receipt of signals transmitted from equipment at the Premises, and (b) a runner becomes available to be dispatched. Subscriber agrees that the Company shall have no liability for any loss, damage, or expense to Subscriber, including any general, special, incidental or consequential damages sustained by Subscriber due to any delay in (1) dispatching any employee, (2) arrival at the Premises, regardless of whether the delay in either or both cases is excusable or non-excusable and/or due to the sole, joint or several negligence of Company or its agents, servants, employees, suppliers or subcontractors. NOTE: U.L. certified systems satisfy the requirements of U.L. for the stated class as of the date of installation. If in the future U.L. adopts new or different specifications for the stated class Company agrees, upon receipt of consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the stated class and Subscriber agrees to pay all costs thereof at Company's prevailing charges.

Central Station monitoring service consists solely of the calling by telephone of third party professional agencies and/or the telephone number supplied by Subscriber in writing upon receipt of signals transmitted from equipment at the Premises. Subscriber agrees that signals monitored by any third party are not the responsibility of Company and Company shall have no liability for any loss, damage or expense to Subscriber, including any general, special, incidental or consequential damages sustained by Subscriber arising out of monitoring by any third party.

Subscriber agrees that local audible alarms may have an automatic shut-off device which is designed to automatically shut off the alarm after sounding for a period of time. Subscriber acknowledges that an audible alarm which has been activated and which has automatically shut off must be manually restored by Subscriber. Subscriber agrees to check the local audible alarm daily to determine whether to reset the alarm. If Company has installed a local audible alarm and Company receives notice of the sounding of the alarm, Company will call by telephone number supplied to Company in writing by Subscriber to notify of the alarm condition.

Access control service consists solely of the following:

(i) Each card reader shall have the ability to read and provide for recording (at Company) all information programmed in the access cards.

(ii) Each access card will be programmed with the following information: Individual's two identifying numbers, one exposed on card and one concealed in card. Limitations on access to Subscriber's Premises, if any, shall be provided by Subscriber to Company in writing. In addition, each access card shall be programmed for the time period during which a valid entry with use of that card may be made. Subscriber may designate up to four time zones during which valid entry may be made, and may designate for each individual card the time zone(s) to be included.

(iii) Upon being notified by Subscriber in writing to cancel an individual's identity code, Company shall effect such cancellation.

18(a). Repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's prevailing charges.

18(b). Per call repair service consists of providing all necessary labor, material, parts and equipment to service Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's prevailing charges.

18(c). Maintenance consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this contract or as otherwise agreed in writing and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's prevailing charges.

18(d). If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only. All other service shall be paid by Subscriber on a time and material basis at Company's prevailing charges.

18(e). Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so. Subscriber agrees that a request for service must be received by Company by 12 o'clock noon of a normal business day for Company to provide same-day service. Subscriber agrees that Company shall have no liability for any loss, damage or expense to Subscriber, including any general, special, incidental or consequential damages sustained by Subscriber due to any delay in (1) dispatching any employee, (2) arrival at the Premises, or (3) in servicing the equipment, regardless of whether the delay is excusable or nonexcusable and/or due to the sole, joint or several negligence of Company or its agents, servants, employees, suppliers or subcontractors.

18(f). It is understood and agreed that Company will service the Subscriber's System, but Subscriber agrees that Company's duty to service the System is subject to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service, excluding maintenance service, if applicable. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide access as promised, and, in reliance on Subscriber's request, Company attempts to provide service at the Premises.

18(g). If the System is leased or if the Company provides repair, maintenance or monitoring service to Subscriber, Subscriber agrees that all repair, replacement or installation of additional goods or equipment to the System shall be supplied and installed by Company only. All such sales, service and installation shall be paid by Subscriber on a time and material basis at Company's prevailing charges. Installation of additional equipment to the System shall result in an additional charge for repair, maintenance and/or monitoring services at Company's prevailing charges. Subscriber agrees that Company shall have the right at its sole option, to terminate any lease, repair, maintenance and/or monitoring contract(s) with Subscriber if any repair, replacement or installation of goods or equipment are performed by other than Company and this shall be a default under this Agreement.

19. Subscriber agrees that Company obligations hereunder are waived and released automatically without notice and without liability to Company for any general, special, incidental or consequential expense, loss or damage to Subscriber, in case the Central Station, connecting wires, equipment, or facilities necessary to operate the System or Central Station are destroyed, damaged, or inoperable for any reason whatsoever, for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the pro-rata cost paid for the period of interruption on-request of Subscriber.

20. Subscriber agrees to furnish, install and supply all goods, material and equipment required by Subscriber's insurance company or other entity of authority having jurisdiction and Subscriber shall be responsible for all such costs.

21. If Subscriber is on the Premises or provides Company with keys and unrestricted access to the Premises, Company's sole obligation is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available after receipt of Subscriber's request to do so, in order to service the equipment Subscriber agrees that Company shall have no liability for any loss, damage or expense to Subscriber, including any general, special, incidental or consequential damages sustained by Subscriber due to the loss or theft of any keys, or to any delay in dispatching any employee, arrival at the Premises, or in servicing the equipment, regardless of whether the said conduct is excusable or non-excusable and/or due to the sole, joint or several negligence of Company or its agents, servants, employees, suppliers or subcontractors.

**22. LIMITED WARRANTY**

**A. COMPANY HEREBY WARRANTS TO SUBSCRIBER ALONE ONLY THAT ALL OF THE MATERIAL INSTALLED IS AGREED TO BE SPECIFIED AND IS IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. IN THE EVENT THAT ANY PART SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, COMPANY SHALL REPLACE OR REPAIR ANY DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. THIS WARRANTY IS NOT ASSIGNABLE.**

**B. IF SUBSCRIBER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, SUBSCRIBER SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.**

**C. EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.**

**D. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY AND ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY.**

**COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OF WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE;**

**THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN.**

**AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.**

23. Company shall service only the components of its System. Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the telephone company or others to which the System is attached. If the System transmits signals by wire (telephone circuit), Subscriber acknowledges that (a) the communication between the System at the Premises and Company's central station is via the telephone lines, (b) the telephone lines may not transmit the communication from the System, and (c) Company's sole obligation under such circumstances is to notify the telephone company that the telephone line is not operating when Company receives information advising it of said problem. If the System or its devices transmits signals by radio, telemetry, Subscriber understands that a radio telemetry system is a non-supervised reporting device which requires operable antennae and non interference with radio wave transmissions for a signal to be transmitted by devices and/or received by the transmitter and/or central station; if there is interference of the transmissions or if the antennae are inoperative, there is no indication of this fact at the central station and no signal can be transmitted by the devices or System and/or received by the central station while the interference and/or inoperative condition continues.

24. All claims, actions, or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

25. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or verbal, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Should any provision hereof, or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.

26. The acceptance of this Agreement in writing or by course of conduct or payment by Subscriber waives all terms and conditions contained in any purchase order, acknowledgment or contract submitted by Subscriber and Subscriber agrees that no other terms or conditions contained in any Subscriber document, unless signed by an authorized officer of Company, whether those terms or conditions be additional to, different from, or conflicting with the terms and conditions hereof, shall be deemed included herein or agreed to by Company. Neither the failure of Company to object to any communication from Subscriber, nor any performance by Company shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with the terms and conditions contained herein.

27. In the event the parties also execute an Installment Contract, this Agreement shall not be binding upon either party until the installment Contract is accepted by the financing agency.

28. If, at any time after the date hereof, additional equipment or services are authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

29. Subscriber agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Subscriber specifically agrees to defend, indemnify and hold harmless Company from and against all claims by any subcontractor engaged by Company.

30. Subscriber acknowledges that Company may record wire and oral communications and hereby consents and authorizes Company to so record all such communications between Company, Subscriber and/or Subscriber's agents, servants, employees and/or representatives.

31. Subscriber agrees to supply all proper and necessary electrical power for system operation.