

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT WITH ADT SERVICES INC FOR CONTINUATION OF
SECURITY SERVICES AT THE HIGHWAY DEPARTMENT LaPLATTE SHOP**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a contract for continued security services with ADT Services Inc. ("ADT") as outlined in the proposed Agreement attached hereto; and,

WHEREAS, entering into a contract for said services with ADT is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with ADT a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the agreement with ADT, a copy of which is attached, and any other related documents, the same being approved by the Board.

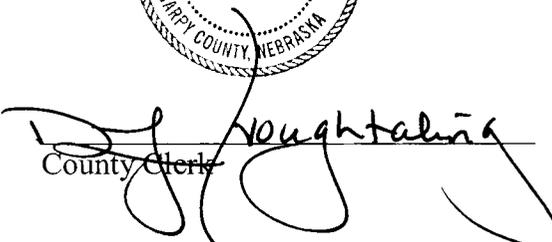
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 19th day of November, 2013.

Attest

SEAL




Sarpy County Board Chairman


County Clerk



SMALL BUSINESS CONTRACT



CONTRACT DATE 11/09/13 CUSTOMER ACCOUNT NO. _____ JOB NO. _____ LEAD SOURCE _____

Section 4. Billing

Check received for: Installation: Check # _____ Amount \$ _____ Check Confirmation # _____

Annual Service Charges Collected: Check # _____ Amount \$ _____ Check Confirmation # _____

I authorize ADT:

To withdraw all (i) Service Charges and (ii) Contract Termination Charges (see Paragraph C. 2 Term and Payments) from my bank account:

Annually Semi-Annually Quarterly Monthly
Choose one: Checking Savings

Name of Bank/Credit Union

ABA Routing Number

Bank Account Number

Recurring Service Charge Amount \$ _____ Plus tax

Name as it appears on bank account

I authorize ADT to debit my bank account for the amount of all Recurring Service Charges and all Contract Termination Charges (see Paragraph C. 2 Term and Payments) indicated above. I may revoke this authorization only by notifying ADT and my bank in writing at least 10 business days before the scheduled debit. If no oval is filled above, service charges will be withdrawn monthly.

To charge my credit/debit card for all (i) Service Charges and (ii) Contract Termination Charges (see Paragraph C. 2 Term and Payments):

Installation Installation Deposit Only Remaining Install Balance Only
 All/Recurring Service Charges

Annually Semi-Annually Quarterly Monthly
 VISA MasterCard Discover AMEX

Credit/Debit Card Number

Expiration Date

____/____
M M Y Y

Recurring Service Charge Amount \$ _____ Plus tax

Cardholder's Name

If I am using a debit card, I authorize ADT to debit my bank account for the amount of all Recurring Service Charges and all Contract Termination Charges (see Paragraph C. 2 Term and Payments) indicated above. I may revoke this authorization only by notifying ADT and my bank in writing at least 10 business days before the scheduled debit. If no oval is filled above, my credit/debit card will be charged monthly.

I authorize ADT to withdraw the amounts in this section from my bank account or credit card through an Automated Clearing House ("ACH"). These payments are for the equipment and services described in this Contract. This authorization will remain in effect until the termination date of this Contract or until I cancel it in writing, whichever occurs first. I also agree to notify ADT in writing of any changes in my account information at least 15 days prior to the next billing date. If a payment date falls on a weekend or holiday, payment may be executed on the next business day. Because this is an electronic transaction, these funds may be withdrawn from my account each month as early as the transaction date. If the date or amount of the withdrawal changes, or if Contract Termination Charges (see Paragraph C. 2. Term and Payments) apply, ADT will notify me at least 10 days prior to the payment being collected. If an ACH transaction is rejected for non-sufficient funds (NSF), ADT may attempt to process the charge again within 30 days, and an NSF charge may apply. The origination of ACH transactions to my account must comply with the provisions of U.S. law. I am an authorized user of this credit card or bank account, and I will not dispute the payment with my credit card company or bank, so long as the amount corresponds to the terms indicated in this Contract.

To send me a bill: Annually Semi-Annually Quarterly Other _____ DOA Approval _____ If no oval is filled, ADT will send bill quarterly.

Authorized Account Signature

J. M. Van

Section 5. Customer and System Data

Consolidated Billing # _____ National Account # _____

National Account Manager ID _____ Company Name _____

Cross Street _____

Municipality Police Name _____ Municipality Fire Name _____

Job Type New Sale Changeover Upgrade Resale Control Type HW RF

Resale-Former Acct # _____ Former CS # _____

Resale-Former Acct # _____ Former CS # _____

Section 6. Password

This password must be issued to all users of the alarm system, including all people listed in Section 7. An optional, secondary password is available upon request. A password must be no less than three (3) and no more than five (5) characters in length and may not contain any punctuation or spaces, offensive language or non-standard spelling. Customer may change passwords and contacts by calling ADT toll-free at 800.238.2727.

Section 7. Emergency Contact List

These are the individuals who may be called in the event of an alarm. Because they may need to meet the authorities in response to an alarm, I will provide them access to my premises, the password, and the keypad code. By selecting the "Yes" designation on the right I am identifying which of these individuals may be called prior to notification of the authorities.

Customer/Emergency Contact #1	Print First/Last Name	Phone	Home	Cell	Work	Yes	No
	<i>Denielle McKulsky</i>	<i>402-537-6902</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Customer/Emergency Contact #2	_____	_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alternate/Emergency Only Contact	_____	_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

IMPORTANT TERMS AND CONDITIONS



A. EQUIPMENT.

1. Equipment. The equipment and accessories specified on page two (2) of this Contract and in Customer's purchase orders, which are accepted subsequently by ADT (including additions, replacements and replacement parts), are referred to collectively as the "Equipment."

2. Shipping. All equipment orders requiring shipping will be shipped FOB ADT's or its supplier's facilities. Customer will pay all expenses, including insurance, for handling and transporting the Equipment from and to such facilities and plants for any reason other than ADT error (in which event return of Equipment must be pursuant to an ADT Return Merchandise Authorization) or ADT's return or replacement of the Equipment without charge to Customer pursuant to warranty coverage or Quality Service Plan ("QSP").

3. Ownership of Equipment. If "Customer-Owned" is indicated on page one (1) of this Contract, the Equipment will become the property of Customer upon payment of the Total Installation Charge indicated on page two (2). Otherwise, the Equipment will remain property of ADT, as indicated on page one (1). ADT may remove or, upon written notice to Customer, abandon in whole or in part, all ADT-owned devices, instruments, appliances, cabinets, wiring/cable and other materials associated with the Equipment, upon termination of this Contract, without obligation to repair or redecorate any portion of Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges that have been accrued or may be accrued hereunder. ADT shall have no liability for loss due to water intrusion, mold, fungi, wet or dry rot or bacteria.

4. Authority. Customer warrants that it: (a) has requested the Equipment specified in this Contract for its own use and not for the benefit of any third party, (b) owns the premises in which the Equipment is being installed or has been expressly authorized by the owner of the property to engage ADT to carry out the installation in the premises; and (c) will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services.

5. Customer Acceptance. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment and services available; and, (b) additional protection over and above that provided herein is available from ADT; however, Customer desires and has contracted for only the Equipment and/or service(s) itemized in this Contract.

6. Communication Facilities. (a) Authorization. ADT may make requests for information, service or equipment in any respect on behalf of Customer to a telephone company, wireless carrier or other entity providing communication facilities or services for transmission of signals (the "Communication Authorization") under this Contract. Customer agrees that such telephone company's, wireless carrier's or other entity's liability is limited to the same extent ADT's liability is limited in Paragraph E of this Contract. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's Customer Monitoring Center ("CMC"), Customer will provide a connection through a telephone jack to a telephone service as may be required to operate the ADT alarm system or equipment to provide the service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON, INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL-BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC., OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES) ("NON-TRADITIONAL TELEPHONE SERVICE") INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE, AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION OR ENDORSEMENT ON THE PART OF ADT.

B. SERVICES. ADT agrees to provide the services indicated on page two (2), which may include any of the following ("Services"):

1. Installation Services. As applicable, ADT agrees to install the Equipment specified on page one (1), in a professional manner, using qualified personnel; including all supplies and necessary labor to install the Equipment in accordance with this Contract and any applicable manufacturer specifications. ADT shall not be responsible for any delays in the delivery of services, beyond its reasonable control. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. Customer agrees to comply with and ensure that Customer's premises comply with all applicable laws, codes or rules at all times during the term of this Contract. Customer further agrees that the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to the premises, including but not limited to any code provisions of the National Fire Protection Association.
2. Signal Receiving and Notification Service. Signal Receiving and Notification Service shall be provided by ADT if this Contract includes a charge for Service. If an alarm signal registers at ADT's CMC, ADT shall endeavor to notify the appropriate Police or Fire Department and the designated representative of Customer. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact Customer's premises by telephone (or, in the case of a burglar alarm signal only, by Two-Way Voice if such monitoring service has been elected by Customer) to verify that the alarm is not false. Failing to contact Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. Customer agrees that ADT shall have no liability pertaining to any Two-Way Voice communication or its publication. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify the designated representative of Customer.
3. Familiarization Period. If Customer has not rejected a 5-day "Familiarization Period" following installation for Customer to become familiar with the operation of the alarm system ("System"), then during this Familiarization Period Customer agrees that in the event any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, and endeavor to notify the authorities, endeavor to notify Customer or Customer's designated representative or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
4. Alarm Verification Service. If alarm verification service is being furnished, it is mutually understood and agreed that Equipment is being installed that, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer shall 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 Customer's premises. Customer represents that any vault to be protected by ADT hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic Equipment designated prior to setting the System for closed periods, according to procedures prescribed by ADT, and to notify ADT promptly if such Equipment fails to respond to the test.
5. Warranty Service. If the transaction type is "Customer-Owned," any part of the System, including the wiring, installed under this Contract that proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at ADT's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls ADT for service under the Warranty and upon inspection by ADT's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the System, a charge will be made for the service call of ADT's representative whether or not he or she actually works on the System. Should it actually be necessary to make repairs to the System due to one of the Conditions, a charge will be made for such work at ADT's then-applicable rates for labor and material. Service will be furnished by ADT during ADT's normal working hours of 8:00 A.M. to 4:30 P.M. Monday through Friday, except holidays. Conditions Not Covered by Warranty: (a) Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT, or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's improper operation per instructions; (c) Adjustments necessitated by video camera misalignment, improper monitor brightness and contrast tuning dials, or inadequate lighting on viewing area; (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; (g) System changes requested by Customer; and (h) any failure by Customer to keep Customer's premises in compliance with any applicable codes, regulations or laws.
- THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.
6. Maintenance Service/Quality Service Plan ("QSP"). If Customer has purchased Maintenance Service, or QSP, on any of the Equipment, ADT will, upon Customer's request, provide ordinary maintenance and repair of the covered Equipment due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in Customer's premises, alterations of the System made at the request of Customer, or made necessary by changes in Customer's premises, damage to the premises or to the System, or to any cause beyond the control of ADT, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the ADT Control Panel. It is mutually agreed that the work of installation and ADT's repairs of the System shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays.
- EXCLUSIONS. Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) exterior-mounted devices, (4) PROM (Programmable Read Only Memory), (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B. above, and (6) computer hardware, software or computer networks.
- It is understood and agreed that ADT's obligation relates to the maintenance solely of the specific Equipment covered under the Maintenance Service Contract, and that ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of Customer or of others not installed by ADT. If not contracted for before the expiration of the Warranty, ADT will enter into a Maintenance Service Contract only after inspecting the System and making any necessary repairs or replacements to the System at a charge to Customer for labor and/or material at ADT's then-prevailing rates.
- INSPECTIONS. ADT will provide the number of inspections of the System only as specified in this Contract, and such inspections shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth in Paragraph C above for maintenance.
7. Investigator Response Service. If Investigator Response Service is being furnished under this Contract, the service provided shall be according to the level selected as follows:
 - Level I - Exterior Investigation: Upon receipt of a burglar alarm signal from Customer's premises, ADT, in addition to notifying the Police Department as indicated above, will endeavor to notify

Important Terms and Conditions (continued)



- Level II - Interior Investigation: Upon receipt of a burglar alarm signal from Customer's premises, ADT, in addition to notifying the Police Department as indicated above, will endeavor to dispatch a representative. The representative will conduct an exterior investigation and then enter Customer's premises with keys that must be provided by Customer and make an interior investigation. However, if there is evidence of an attack, the ADT representative will terminate the investigation until the police arrive. Customer's representative will then be notified if there has been an attack. Otherwise, a notice of the alarm will be left at the control unit.
- For either level of investigation, Customer authorizes and directs ADT to cause the arrest of any person or persons unauthorized to enter the premises and to hold them until released by Customer or an authorized known representative, and in such cases to indemnify ADT against any liability, cost or expense in consequence of such arrest.
- If Customer requests that the ADT representative remain at the premises pending Customer's arrival, and ADT agrees to comply, Customer will be charged at ADT's then-current rate for such services.
- 8. Intrusion Detection or Watchman's Reporting Service.** If this Contract provides for Intrusion Detection Service or Watchman's Reporting Service, the service will be provided in accordance with the terms of a separate rider, which shall be attached hereto and made a part of this Contract.
- 9. Parallel Protection.** If this Contract provides for Parallel Protection Services, Customer acknowledges that the alarm dealer with whom Customer has contracted (the "Alarm Service Provider") has contracted with CONNECT 24 Wireless Communications Inc. ("CONNECT 24") to transport alarm signals from Customer's premises to a monitoring station via a cellular communications network. The alarm signals are transported using a proprietary cellular technology developed by Cellemetry LLC and its affiliated companies ("Cellemetry") and known as the "Cellemetry Services," which utilizes certain other proprietary cellular technology developed by Bellsouth Wireless, Inc. ("Bellsouth"). CONNECT 24 makes the Cellemetry Service available to the Alarm Service Provider by contracting with cellular service providers operating cellular networks covering the location of Customer's premises ("Associated Cellular Carriers"). CONNECT 24, Cellemetry, Bellsouth and the Associated Cellular Carriers are collectively referred to herein as the "Cellemetry Providers." Customer acknowledges that Customer's contractual relationship is with the Alarm Service Provider and not with any of the Cellemetry Providers and that the Cellemetry Service is provided by the Cellemetry Providers without warranty and subject to the following limitations of liability. EXCEPT AS LIMITED BY LAW, THE LIABILITY OF THE CELLEMETRY PROVIDERS FOR ANY LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE CELLEMETRY SERVICE OR TRANSMISSION OF THE CELLEMETRY SERVICE OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF THE CELLEMETRY PROVIDERS TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY THE CUSTOMER FOR THE CELLEMETRY SERVICE OR \$250.00. NONE OF THE CELLEMETRY PROVIDERS SHALL HAVE ANY LIABILITY FOR ANY MISTAKE, OMISSION, INTERRUPTION OR DEFECT THAT DOES NOT LAST FOR AT LEAST 24 HOURS. NONE OF THE CELLEMETRY PROVIDERS SHALL BE LIABLE FOR ANY MISTAKE, OMISSION, INTERRUPTION OR DEFECT IN THE CELLEMETRY SERVICE CAUSED BY THE NEGLIGENCE OR WILFUL ACT OF THE DEALER, CUSTOMER, PARTIES OTHER THAN THE CELLEMETRY PROVIDERS OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIER OR OTHER CAUSES BEYOND THE CONTROL OF THE CELLEMETRY PROVIDERS, INCLUDING WITHOUT LIMITATION DEFECT IN OR FAILURE OF EQUIPMENT PROVIDED BY THE DEALER OR ANY PARTY OTHER THAN THE CELLEMETRY PROVIDERS. NONE OF THE CELLEMETRY PROVIDERS SHALL HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFAULT OR BREACH OF DUTY BY THE CELLEMETRY PROVIDER. THE CELLEMETRY SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE CELLEMETRY SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. ANY PRODUCTS MANUFACTURED BY CELLEMETRY PROVIDERS ARE SUBJECT TO THE FOLLOWING LIMITED WARRANTY: THE CELLEMETRY PROVIDERS' PRODUCTS ARE WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF PURCHASE. THE CELLEMETRY PROVIDERS' OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIRING OR REPLACING WITH RECONDITIONED PARTS, AT ITS OPTION. ANY PRODUCT PROVEN TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP UNDER NORMAL USE. DEFECTIVE PRODUCTS SHOULD BE RETURNED TO THE ALARM SERVICE PROVIDER TO OBTAIN WARRANTY SERVICE OR REPLACEMENT. THE CELLEMETRY PROVIDERS SHALL HAVE NO OBLIGATION UNDER THIS LIMITED WARRANTY IF ITS PRODUCTS ARE ALTERED OR IMPROPERLY REPAIRED OR SERVICED BY ANY PARTY OTHER THAN THE RELEVANT CELLEMETRY PROVIDER. EXCEPT AS SET FORTH HEREIN, THE CELLEMETRY PROVIDERS ARE PROVIDING THEIR PRODUCTS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE.
- 10. ADT Select DataSource.** If purchased by Customer, the ADT Select DataSource will allow Customer to view their monitoring account activity online.
- 11. Interactive Video/Audio Alarm Verification.** If purchased by Customer, ADT will provide CMC monitoring, consisting of a video and/or audio notification link, solely between those areas within the physical confines of Customer's premises to which the camera(s) has an unobstructed view and to which the microphone(s) has unobstructed audio reception ("ADT Interactive Video Monitoring Services"). Upon ADT's receipt of electronic alarm signals from Customer's premises, ADT will endeavor as follows: (a) Upon receipt of a Hold Up Alarm signal from Customer's premises, ADT will endeavor to notify the appropriate law enforcement agency and report the signal under ADT's signal receiving and notification protocol as a "Hold Up" signal received from that location; (b) Upon receipt of a Burglar Alarm signal from Customer's premises and establishment of video and/or two (2)-way audio communication, and if ADT in its sole opinion determines, based on the video and/or audio communication, that: (i) A criminal activity is taking place in Customer's premises, ADT will endeavor to notify the appropriate law enforcement agency and report the signal under ADT's signal receiving and notification protocol as a "Burglar" signal received from that location and then endeavor to notify the person(s) on Customer's Emergency Contact List; (ii) No criminal activity is taking place, ADT's response shall be limited to, at ADT's sole discretion, endeavoring to make the following verbal statement or equivalent statements over the audio system: "This is security. Please state your name and business purpose at this location."
- 12. Password.** ADT shall endeavor to obtain Customer's name and password. If the proper information is not received, ADT shall endeavor, at its sole discretion, to notify the appropriate law enforcement agency or, if directed in writing by Customer, to attempt to contact Customer and/or someone on Customer's Emergency Contact List by telephone/Two-Way Voice to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's Emergency Contact List or if ADT questions the response it receives upon such contact, ADT shall endeavor to notify the appropriate law enforcement agency and then endeavor to notify the person on Customer's Emergency Contact List. If the proper password is received, ADT shall not be required to take further action, except to endeavor to notify the person(s) on Customer's Emergency Contact List. ADT may, in its sole discretion, change the content of any audio statements or announcements set forth above and engage in dialogue with persons on Customer's premises as and when ADT deems it warranted and ADT shall have no liability for any statements made, any dialogue conducted or for any delay in determining whether an activity is or is not criminal or a misinterpretation as to whether an activity is or is not criminal.
- C. TERM and PAYMENTS.**
- 1. Installation Charges.** Customer agrees to pay ADT the Total Installation Charges, detailed on page one (1) of this Contract, plus any applicable sales tax as a precondition to activation of the Equipment and/or System and, if applicable, connection to ADT's CMC or any other Service(s).
- A. Cancelled Installation.** There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24 hours prior to dispatch, or if ADT's representative is sent to Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.
- 2. Term and Payments.** For the Service(s) provided under this Contract, Customer agrees to pay, in advance, the Total Monthly Service Charge detailed on page one (1) of this Contract, plus applicable state and/or local taxes, for three (3) years (the "Initial Term") and agrees that ADT has relied on Customer's three (3)-year commitment in deciding to enter into this Contract. The Initial Term shall begin on the date such Service is operative under this Contract. After the Initial Term, this Contract shall automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date. If Customer would like to discuss available options before terminating service, Customer can call ADT at 800.327.4348. If Customer fails to pay any amounts when due under this Contract, ADT shall have the right to charge Customer a late fee and/or interest on the unpaid amount. If Customer terminates the Contract during its Initial Term, termination will be effective at the end of the subsequent monthly billing period following receipt of Customer's termination notice. Additionally, if Customer terminates this Contract during its Initial Term, or if ADT cancels this Contract during its Initial Term for a reason set forth in Paragraph C(4)(b) below, Customer agrees to pay, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Contract as an alternative to Customer having to pay the full remaining charge(s). This amount is a contract termination charge and is not a penalty. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication or signal transmission company such as false alarm, permitting or connection fees, or fees related to reprogramming alarm controls or other devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Contract.
- 3. Fees and Permits.** If ADT is required to obtain any local permit or license to enable it to install the Equipment at Customer's site, Customer will reimburse ADT for any related fees or charges.
- 4. Cancellation.** (a) ADT may cancel this Contract and discontinue any Service(s) if: (i) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (ii) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System; not covered under the Warranty or Maintenance Service/QSP; (iii) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; or (iv) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable or so modified or altered after installation as to render continuation of Service(s) impractical or impossible. Under these situations described immediately above, ADT will not be liable for any damages or subject to any penalty as a result of any such cancellation, nor will ADT assess contract termination charges as described in Paragraph C(2) above. ADT will not be liable for any damages or subject to any penalty for communications service unsuitable for alarm signal transmission or fails to comply with any other obligation under this Contract. ADT may cancel this Contract and assess contract termination charges as described in Paragraph C(2) above. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Contract, including collection expenses, court costs and attorneys' fees (except in California, where both parties to this Contract agree to bear their own court costs and attorneys' fees).
- D. CUSTOMER RESPONSIBILITIES.** Customer agrees to provide and be obligated by the following:
- 1. Site Preparation, Intrusion and Restoration.** Customer will provide electrical power and materials necessary for supplying high voltage power to the Equipment in accordance with ADT's specifications, telephone connections, network drops and any required conduit, wire/mold or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment. ADT will not be responsible for degradation of the Equipment performance caused by interfering electrical emissions generated from the operation of auxiliary equipment or fixtures at or near Customer's location. ADT will not be liable for any loss, damage or injury to the Equipment, Customer, its employees or agents or any other person caused by the use of non-conforming supplies, components or replacement parts. ADT will not be required to make any adjustment, replacement or repair under any applicable warranty or QSP coverage if Customer uses non-conforming supplies, components or replacement parts in conjunction with the Equipment.
- 2. Special Equipment Requirements.** If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at Customer site require special equipment for installation or service, Customer will either provide such equipment or will reimburse ADT for any applicable charges or fees.
- 3. Video Equipment.** (a) Equipment Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s) and (ii) the appropriate space for monitors and any recorders. (b) Audio Monitoring/Recording. Certain laws may limit or prohibit the use of video with audio. If Customer elects to install video with audio on its premises, Customer also accepts the responsibility of knowing and fully complying with all applicable laws.
- 4. Equipment Software.** Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the software or source code to any third parties, (b) duplicate, reproduce or copy all or any part of the software or (c) use the software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.
- 5. Ownership and Security of Equipment.** Until Customer has paid ADT in full, Customer: (a) grants to ADT a security interest in the Equipment and all proceeds thereof; (b) will not (i) assign, transfer, pledge, encumber, lease or relinquish possession or control of the Equipment; (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by ADT; or (iii) remove the Equipment from the installed location; (c) will bear all risk of damage to, or loss or theft of, the Equipment while it is in Customer's possession or control; and (d) will hold the Equipment as personal property and not cause or permit any Equipment to become permanently affixed to any real property.
- 6. Because of the inherent possibilities of human error, mechanical and electrical defects, maladjustments and breakdowns, ADT cannot and does not guarantee or warrant the proper or effective working of the video and audio Equipment at all times. Customer shall be responsible for providing that the camera(s) have an unobstructed view and the microphone(s) have unobstructed audio**

Important Terms and Conditions (continued)



signs and other approved communications. Customer shall indemnify and save harmless, and at its own cost and expense defend ADT from and against any and all damages, liabilities and costs or expense of any kind growing out of or by reason of any photograph, video recording or audio recording, including but not limited to causes of action for personal injury, false arrest, false imprisonment and malicious prosecution. IN ADDITION, CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS, AND AT ITS OWN COST AND EXPENSE DEFEND ADT FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITY AND COSTS OR EXPENSE OF ANY AND EVERY KIND GROWING OUT OF OR BY REASON OF ANY VIDEO OR AUDIO RECORDINGS TAKEN BY SUCH VIDEO/AUDIO EQUIPMENT OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR EMPLOYMENT OF ANY SUCH VIDEO/AUDIO RECORDINGS BY ANYONE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION FOR PERSONAL INJURY, FALSE ARREST OR IMPRISONMENT OR MALICIOUS PROSECUTION.

7. Customer acknowledges and agrees that: (a) ADT may transmit, record, store, provide and receive unencrypted data and images via the Internet in the course of performing Services hereunder ("Transmission(s)"), including but not limited to live pictures and video of Customer's premises; and (b) ADT cannot (and does not) warrant, assure or guarantee the integrity, accuracy, confidentiality or security of any Transmission of or from any unauthorized or unexpected use, disclosure, corruption, interception or otherwise (collectively, "Security Risk(s)"). Customer hereby assumes and releases and discharges ADT of and from all Security Risks and any and all damages and liability therefor.

8. ADT may provide Customer with stickers, signs or other notices regarding the Services (collectively, "Sign(s)"), including but not limited to Signs indicating that ADT or Customer may be remotely monitoring or recording the premises. Customer shall prominently and permanently display and affix all such Signs at and upon each premises. Notwithstanding the foregoing, Customer shall be (and remain) responsible for the sufficiency and enforceability of such Signs.

9. Telecom charges, both installation and ongoing, for the delivery of ADT Interactive Video Monitoring Services are the sole responsibility of the Customer.

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

E. LIMITATIONS ON LIABILITY.

1. ADT IS NOT AN INSURER. THE AMOUNTS ADT CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT ADT PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS OR CUSTOMER'S PREMISES.

2. ADT'S SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. ADT MAKES NO WARRANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, ADT DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT ADT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. ADT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO ADT TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM ADT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.

3. IF NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH E, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ADT'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT. IF CUSTOMER REQUESTS, ADT MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS CONTRACT STATING THE EXTENT OF ADT'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR ADT'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS, AND ADT IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIDER.

4. THE PROVISIONS OF THIS PARAGRAPH E SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO ADT'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULTY ON THE PART OF ADT, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS CONTRACT, THEN CUSTOMER SHALL INDEMNIFY AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

5. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT OR ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENTS (BOTH DIRECT AND INDIRECT) MORE THAN ONE (1) YEAR AFTER THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE OCCURRED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR.

6. THE PROVISIONS OF THIS PARAGRAPH E SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS. IF THIS CONTRACT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THIS PARAGRAPH E AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

F. **VIDEO EQUIPMENT.** Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as sufficient space for monitors.

G. **DIRECT CONNECTION MONITORING.** If this Contract provides for a direct connection to the Municipal Police, Fire Department or any other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other agency and that the personnel of such Municipal Police and/or Fire Departments or other agency are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored for the response, if any, to such signals.

H. **HAZARDOUS MATERIALS.** In all cases except when the project involves new construction, Customer represents and warrants that, to the best of Customer's knowledge, the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend and hold ADT, its officers, directors and agents harmless from any damages, claims, injuries or liabilities resulting from the exposure of ADT's employees, contractors or subcontractors to hazardous materials at the work site, provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

I. **DELAYS.** ADT assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused, or for interruptions of service or for the consequences therefrom due to strikes, riots, floods, acts of God or any causes beyond the control of ADT, and will not be required to supply service to Customer while interruption of service continues.

J. **ASSIGNMENT; ENFORCEABILITY.** This Contract is not assignable by Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Contract or to subcontract any of its obligations under this Contract without notice to Customer. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

K. **SYSTEM SOFTWARE; NETWORK CONNECTIONS.** Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (i) disclose the software or source code to any third parties, (ii) duplicate, reproduce or copy all or any part of the software or (iii) use the software on equipment other than the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security or firewall settings. ADT shall not be responsible for the setup, operation or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

L. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Customer and ADT in executing this Contract. Customer is not relying on any advice or advertisement of ADT. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Contract shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Contract shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by Customer.

M. **ELECTRONIC MEDIA; PERSONAL INFORMATION.** ADT may scan, image or otherwise convert this Contract into an electronic format of any nature. A copy of this Contract electronic format is legally equivalent to the original for any and all purposes, including litigation. The personal information about Customer and third parties that Customer provided to ADT is true and complete, and Customer will notify ADT without delay of any change to this information. Customer consents to ADT's use of Customer's personal information and that of third parties that Customer provided for the purpose of monitoring, setting up and administering Customer's Services (including credit approval, invoicing, collection and to provide Customer with information on new services or equipment). Customer has obtained the consent of the third parties, whose personal information Customer provided to ADT, to use such personal information for the administration of Customer's account with ADT and as provided in this Contract. ADT may collect (including Customer's consent to record Customer's telephone conversations with ADT representatives), use, disclose and transfer Customer's personal information, and that of third parties provided by Customer, to ADT's parents, affiliates, subsidiaries and its successor corporations, any sub-contractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

25. **License Information:** AL Alabama Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 37950, 6520 Lake Otis Pkwy., Anchorage, AK 99507; AR E20120041, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 818-8600; AZ ROC 279591; CA ACO7155, 974443; PPO17232; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC ECS902743; FL EF0001121; GA LVA205265, -205326, -205672, -205679, -205678, LVU406673, -004349; HI CT-32297; IL 124001792; LA F1839, I-1407, F1640, MA 172C; MI 2601208258, 5103208 - 4182 Pier North Dr., Ste. 572, Flint, MI 48804; MN TS650251; NC 7538P2, 7561P2, 7562P10, 7563P7, 7565P1, 7566P9 - Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste. 104, Raleigh, 27608 (919) 875-3811; NM 374838; NV 0077105; NY 12000305615, Licensed by NYS Dept. of State; OH 60-18-0018; 50-26-0023; 50-29-0003; 50-31-0014; 50-48-0008; 50-50-0005; 50-76-0008; 50-89-0016, 83-89-1726; OK 1995; OR 1995680; PA Pennsylvania Home Improvement Contractor Registration Number: PA090797; RI 35883; TN ACC-1888, -1699, -1691, -1693, -1694, -1695, -1696; TX B17944 -140 Heimer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 8289653; VA 11-7348; 11-7345; 11-7354; WA ADTLL881D0, 11824 N Creek Pkwy, #105, Bothell, WA 98011; WV 049768.

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