

TERMS AND CONDITIONS

A. Signal Receiving and Notification Service shall be provided by ACE if the reverse side of this Agreement includes a charge for Signal Receiving and Notification Service and in the event an alarm or signal registers at ACE'S Central Station, ACE shall endeavor to notify the appropriate Police or Fire Department and the designated representative of the customer. In the event a burglar alarm signal or file signal registers at ACE's Central Station, ACE at its sole discretion, may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the customer promptly or questioning the nature of the response received upon such contact, ACE shall endeavor to notify promptly the appropriate Police or Fire Department. In the event a supervisory signal registers at ACE's central station, ACE shall endeavor to notify promptly the designated representative of the Customer.

In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a signal alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted

It is mutually agreed that the customer assumes 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.

Communication Facilities – A. AUTHORIZATION – Customer authorizes ACE to make request for information, service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or service for transmission of signals under this agreement. **B. DIGITAL COMMUNICATION –** If connection to the ACE Central Station is to be by Digital Communicator, the customer agrees to provide a connection via registered telephone jack to a telephone channel required for the ACE equipment. Such connection shall be electronically first before any other telephone or Customer equipment, and shall be within 10 feet of the ACE Control Panel. If registered by the Customer, ACE shall provide such connection at the cost of the Customer. The Customer understand that if a digital communicator is installed under this agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understand that ACE does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. **C. CELLULAR BACKUP –** The facilities and service provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Cellular Backup service (and which may be provided under specific service marks or service names of individual Telephone Companies). Those facilities and services relate to the provision of lines, signal paths, scanning transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph D of this agreement.

B. WARRANTY: If direct sale is indicated on the reverse side, and part of the system, including the wiring, installed under this Agreement which 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 ACE's option with a new 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.

Any changes to the contract including any parts being moved or adjusted will be charged on a time and material basis including man hours over and above what was projected on the front of this contract and estimate.

This warranty does not apply to the condition listed below and in the event Customer calls ACE for service under the warranty and upon inspection by ACE'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 ACE's representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions" not covered by Warranty, a charge will be made for such work at ACE's then applicable rates for labor and material. Service will be furnished by ACE during normal working hours, 9:00 A.M. to 4:30 P.M., Monday through Friday, except holidays.

Conditions not covered by Warranty: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse. B) Failure of the Customer to properly follow operating instruction provided by ACE at the time of installation or at later date. C) ACE does not warranty any batteries including, but not limited to transmitters, keypads, smoke detectors, indoor or outdoor sirens, glassbreak detectors, motion detectors, keyfobs, and master control. D) Trouble due to interruption of commercial power or the phone service.

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. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ACE'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ACE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR 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 ACE OR NEGLIGENCE OR ACE OR OTHERWISE.

C. Maintenance – if the reverse side of this agreement indicates this service is being provided, ACE will, upon Customer's request, provide ordinary maintenance and repair of such system due to normal wear and tear and bear the expense thereof. The expense of all extra ordinary maintenance and repair due to all alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of ACE, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 10 feet of the ACE Control Panel. It is mutually agreed that the work of installation and Ace's repairs of the system shall be preformed between the hours of 9:00 A.M., and 4:30 P.M., exclusion of Saturdays, Sundays and holidays.

SERVICE CALLS – All service calls are subject to a service call fee which will include drive time to and from ACE's office or proceeding call plus an hourly rate and material charge for any parts. Emergency Service calls performed outside office hours will be charged time and a half. Sundays and Holidays are double time. Service calls are billed on a time and material basis.

EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) security screens, (2) any exterior mounted devices, (3) Conditions not covered by warranty listed above in paragraph B.

It is understood and agreed that ACE's obligation related to the maintenance solely of the specific protection system, and that ACE is in no way obligated to maintain, repair, service, replace, operate or assure the operating of any device or devices of the Customer or of others not installed by ACE.

If not contracted for before the expiration of the Warranty. ACE will enter into Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at ACE's then prevailing rates.

INSPECTIONS – ACE will provide the number of inspection of the Alarm system only as specified on the reverse side of this agreement between the hours of 9:00 A.M., and 4:30 P.M., exclusion of Saturdays, Sundays and holidays and subject to the exclusions set forth above for maintenance.

If the customer requests that the ACE representative remain at the premises pending Customer's arrival, and ACE agrees to comply, the Customer will be charged at ACE's then prevailing rate of labor.

D. IT IS UNDERSTOOD THAT ACE IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER, AND THAT THE AMOUNTS PAYABLE TO ACE HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHER LOCATED IN CUSTOMER'S PREMISES. ACE MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT, IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM THE FAILURE ON THE PART OF ACE TO PERFORM ANY OF ITS OBLIGATION HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF ACE AND AGREES THAT ACE SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT; THAT IF ACE SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM OF EQUAL TO 1% OF THE ANNUAL SERVICE CHARGE OR \$100.00 WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY; AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATION IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ACE IT'S AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ACE MORE THAN (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IT IS FURTHER AGREED THAT THE LIMITATION OF LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED ACE COMPANIES. IF THE CUSTOMER DESIRES ACE TO ASSUME A GREATER LIABILITY, ACE SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY ACE OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD ACE AS AN INSURER. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST ACE FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD ACE HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING AND THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

E. At ACE's option, the Customer may be charged for any false alarm cause by the Customer or for any unnecessary service run or access traffic to ACE's Central Station.

F. CANCELLATION – If Central Station or Direct Connection is furnished, this agreement may be terminated at the option of ACE's Central Station if substantial damages by fire or catastrophe, or if ACE is unable to have connection or privileges to transmit signals between the Customer's premises, ACE's Central Station or the Municipal Fire or Police Department or other agency and ACE shall not be liable for any damages or subject to any penalty as a result of such termination.

It is understood and agreed that this agreement may be terminated by ACE in the event that the Customer fails to follow any recommendation ACE may make for the repair or replacement of defective parts of his system not covered under Warranty or Maintenance Service Contract or in the event that the Customer's failure to follow the operating instructions provided by ACE results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after the installation as to render continuation of service impractical.

G. ACE ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, HOWEVER CAUSED, OR FOR THE INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF ACE, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO AND SUCH CAUSE SHALL CONTINUE.

H. This Agreement is not assignable by the Customer except upon written consent of ACE first being obtained. ACE shall have the right to assign this agreement or to subcontract any of its obligations under this agreement without notice to Customer.

I. If any of the provisions of this agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

J. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND ACE. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF ACE CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT 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 AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER DOCUMENT SUBMITTED BY THE CUSTOMER.