

RESOLUTION 2023-RR

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE EXECUTION OF A COMMERCIAL PROPOSAL AND SALES AGREEMENT WITH ADT COMMERCIAL

WHEREAS, the Town of Eatonville (“Town”) has requested a proposal for the installation of an automated door with keypad access; and

WHEREAS, the Town solicited quotes from several companies and ADT Commercial (“ADT”) was the only company who provided both the installation and the cell access service; and

WHEREAS, the installation and monthly service charge with ADT will allow for the Police Department to open the door from inside their office; and

WHEREAS, the total installation charges shall not exceed \$23,527.18 with a recurring service charge not to exceed \$66.00 monthly; now, therefore

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, Commercial Proposal and Sales Agreement, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 11th day of December 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2023-RR



Branch:	6955	Sales Representative:	Steven Turner	Today's Date:	10/24/2023
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Customer Information			
Business Name:	Town of Eatonville	Phone:	(360) 832-3361
Address:	PO Box 309 EATONVILLE, WA 98328-0309	Billing Address:	PO Box 309 EATONVILLE, WA 98328-0309

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)", and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Total Products and Installation Charge:	\$21,764.27
Total Estimated Taxes:	\$1,762.91
Total Charges:	\$23,527.18

Customer hereby agrees to pay ADT, its agents or assigns on a progressive basis as follows:

- The remaining balance of \$21,764.27.
- Estimated taxes of \$1,762.91 (actual taxes may be subject to change).

In each case, payments shall be subject to the agreed payment terms described in the Agreement.

Recurring Service Charges: \$66.00 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 60 Months

Pricing under this Agreement is based on an agreement term of Sixty (60) months.

Site Location Information			
Location Name:	Eatonville Police Department		
Address:	201 Center St W EATONVILLE, WA 98328-0309		
Site #:	0	Phone:	(360)832-6111

System Design Information			
System Design Name:	ADA DMP	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	30/50/20: 30% of Contract Value Upon Contract Acceptance 50% of Contract Value at Progress Billing 20% of Contract Value at Final Acceptance		

Services			

ADA DMP			
Access Control	Advanced Reporting Doors (access control for XR): New: 1		
eSuite/Everon	Everon Standard		
Service Plan	Extended Service Plan: Parts and Labor		
Signaling	DMP Virtual Keypad App: Cell Connected		
	XR100/XR500: BackupCell		
	XR100/XR500: Basic Intrusion		
Equipment List			
Qty	Description	Included in Service Plan	
1	! PROXPRO WIEGAND, GRAY, KEYPAD, LEAD FREE	Yes	
1	TRNSFMR,UL,16.5V 40VA,PLG-N	Yes	
1	Control Panel, Dialer And Network, 350 Gray Enclosure, 50 Va Transformer	Yes	
1	LTE Cellular Communicator W/Cable For XR Series, Verizon	Yes	
1	Keypad, LCD, Green Backlight, shortcut keys, white	Yes	
1	Door Contact Quick Connect	Yes	
1	Access Control Module For Door Access	Yes	
3	BATTERY 12V 12A	Yes	
500	PROFUSION ACCESS CONTROL CABLE 18 4 OAS + 22 12 STR 5C CMP J	Yes	
1	HANDS-FREE 2X3 COLOR VIDEO DTANDARD SET (JF-2MED, JF-DA, PS-1820UL)	Yes	
1	4A PWR SPLY/CHGR LRG CAB &XFMR	Yes	
500	22/4 STR JKT CL2P 5C BX BGE	Yes	
10	HID ProxKey III (cost is per each/quote per each) (order in increments of 10)	Yes	
! Please be aware that there is a long lead time to purchase this equipment.			
Summary of Charges			
Equipment & Installation Total		\$21,764.27	
Estimated Taxes		\$1,762.91	
Monthly Fee		\$66.00	
Scope Of Work			
We are doing a DMP access control.			
We are only doing the access control on one door; the door is the door that the police department uses to enter the building.			
We are also adding ADA to the door with an intercom system.			

We are doing a DMP access control.

We are only doing the access control on one door; the door is the door that the police department uses to enter the building. The door is located on the north side of the building.

The panel will be installed inside the police departments part of the building.

We are also adding ADA to the door with an intercom system. The ADA will be installed with a sub-contractor.

Inclusions/Exclusions

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment. CUSTOMER will be responsible for providing IT support for Firewall and Port opening on their network when using an IP device. Unless specifically identified in the scope of work, the estimated cost for the electrical permit or lift rental is not included in the final prices. These costs will be billed to the CUSTOMER separately.

CUSTOMER will be responsible for City, County and State alarm permit fees.

Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

CUSTOMER shall provide electrical power and access doors / hatches to all duct smoke detectors and/or fire/smoke dampers for fire alarm connection.

CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

eSuite Online Services

eSuite is an online portal that gives customers access to information, video, and hosted service subscriptions. eSuite offerings include:

eSuite 1Data Manager Burglary and fire signal account management, reporting, and management subscription service available in two levels:

Primary Available to all monitored commercial customers for no additional fee. Includes the ability to manage site contacts and to view site level signal activity.

Premier Includes open and close signal logging services, ad hoc and scheduled reporting options and access to the Business Partner tabs and functions including daily dashboards.

PIN MANAGEMENT SERVICES

PIN (Personal Identification Number) Management service is provided on a subscription-basis only and must be purchased as an addition to eSuite 1Data Manager Premier level service. PIN Management refers to the ability to request edits to actual site level user panel codes. PIN Management service allows an authorized customer user to request PIN code changes to their on-site panels via the 1Data Manager Premier portal. PIN code edits are then downloaded to the customer site panels as requested as soon as possible. The PIN Management subscription entitles the customer to one (1) PIN code change request per month, per subscribed site. Site PIN Management change request maximums may be aggregated across the total number of customer sites, not to exceed the total number of two per site. ADT reserves the right to charge for PIN Management change requests that exceed the two per site maximum per month, per download.

ADT Extended Service Plan (ESP) includes the following:

Labor (M-F normal working hours)

All listed head end parts are covered.

All listed peripherals are covered.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

☒ General Terms and Conditions

☒ Product-Specific Terms: Extended Service Plan

☐ Product-Specific Terms: Inspection and Testing Services

☒ Product-Specific Terms: Monitoring Services

☐ Product-Specific Terms: ATM Products and Services

☐ Product-Specific Terms: Sprinkler and Suppression Services

☐ Product-Specific Terms: EAS and Security Gates

☐ Product-Specific Terms: Third-Party Services

☐ Product-Specific Terms: Rented or Financed Products

☐ Product-Specific Terms: Special Business Risk Provisions

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT ("Charges"). ADT shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), ADT shall issue invoices monthly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;
- v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by ADT or (ii) delivery of the Products to Customer. If Products for an Installation are received by ADT prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. Defective Products will be repaired or replaced at ADT's option.

ii. *Services Warranty.* ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns or leases any equipment Customer provides or allows ADT to use;

ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT, prior to ADT continuing work at the affected Premises.

5. Risk of Loss. ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. Termination

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or

impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. 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 to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the

other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

- i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").
- ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.
- iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.
- iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.
- v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses.

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

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by

overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Extended Service Plan

1. Extended Service Plan. The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

1.1. **Scope.** An ESP is a custom service plan that Customer may purchase for ADT to perform maintenance or repair to Customer's equipment, at ADT's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, ADT shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at ADT's cost as set forth in the Agreement, and for the term set forth therein. ADT shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until ADT has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at ADT's then-current time and materials rates.

1.2. **Application, Limitations, and Exclusions.** An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts or labor costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an ADT employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs and/or replacements that are excluded from the ESP shall be at Customer's expense at ADT's then-current time and materials rates.

1.3. **Suspension for Non-Payment.** ADT shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

Product-Specific Terms: Monitoring Services

3. Monitoring Services. The terms of this section and its subsections apply only to Recurring Service(s) for which ADT actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

3.1. **Central Station Monitoring.** For Monitoring Services, ADT will program the System to communicate with ADT's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), ADT will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and ADT's response policies. Customer's use of ADT's Smart Alerts™ service, if any, is subject to the Smart Alerts™ Terms of Use, available at <https://www.adt.com/commercial/terms-of-use-smart-alerts>. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. ADT shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. ADT does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. ADT IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. ADT may alter or discontinue any of its response policies without notice and in ADT's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from ADT at Customer's expense. Excessive monitoring activity beyond ADT's reasonable control or requests for ADT to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding ADT's handling of Alarm Signals are of no effect unless agreed to in writing by ADT, which ADT may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises.

3.2. Signal Transmission.

3.2.1. **Transmission By Telephone.** If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that ADT does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify ADT of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes ADT to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for ADT to perform the Monitoring Services.

3.2.2. Transmission by Digital Communicator. If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, ADT will provide such connection.

3.2.3. Transmission by Internet Protocol-Based Services. If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

3.2.4. Customer Acknowledgment. Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that ADT shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of ADT's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3.3. Video Services. Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the ADT-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than ADT, or ADT's employees or agents.

3.3.1. For e-Secure Video Service. The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service ADT will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. ADT is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. For Video Verification Service. The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that ADT will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. ADT does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

3.3.3. For Remote Tours. An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.4. Radio/Cellular Service.

3.4.1. For Cellular Backup Service. If the Agreement includes cellular backup service, ADT will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.4.2. For Primary Cellular Service. If the Agreement includes primary cellular service, ADT will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.4.3. Customer Acknowledgement. Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond ADT's control, including but not limited to weather events and power failures. Customer acknowledges that ADT recommends a backup means of communication to the Central Station.

3.4.4. FCC Requirements. Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that ADT or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then ADT shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay ADT's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.5. Wireless Devices. Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.6. Direct Connect Services. If Customer requests direct connect services, ADT will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department (s), which are not ADT's agents or under ADT's control. ADT will not monitor Systems connected through direct connect services. Customer agrees that ADT shall have no responsibility for, or liability resulting from, the AHJs monitoring of such Systems.

3.7. Vault Protection. If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by ADT, and to notify ADT promptly if such equipment fails to respond to the test.

3.8. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; however, Customer can purchase an Extended Service Plan for ADT to perform these services. Except to the extent included in an Extended Service Plan Customer purchases from ADT, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, ADT has no responsibility for the performance of the System.

3.9. eSuite. ADT may provide Customer with access to eSuite, ADT's online portal for Monitoring Services account management. ADT may modify, temporarily suspend access to, or permanently discontinue eSuite or any of its functionality at any time, in ADT's sole discretion. If Customer is provided access to eSuite, Customer agrees to use eSuite to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests ADT personnel perform Monitoring Services account management activities that are available to be made by Customer in eSuite.

3.10. Underlying Casualty Indemnity. In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of ADT's negligence.

3.11. Limitation and Warranty Exclusion. Insurance reflected on any certificate of insurance does not cover Monitoring Services. IN LIMITATION OF SECTION 3 OF THE GTCs, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

Signatures

IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

[[SertifiSStamp_1]]

[[SertifiSStamp_2]]

Customer Signature

ADT Authorized Manager

Addendum: Acknowledgement of Declining Services

This Addendum is part of the Agreement to which it is attached, and all capitalized terms have the meaning set forth in the Agreement.

PRODUCT OR SERVICE

ACKNOWLEDGEMENT

Preventative Maintenance. By initialing adjacent, Customer acknowledges that it was offered and has declined ADT's preventative maintenance service. Customer acknowledges that it is responsible for the routine inspection of its security system and to notify ADT of any defects or adjustments required. All maintenance services shall be at Customer's cost unless covered by warranty or, if purchased by Customer, an Extended Service Plan.

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Initials