



Address
TYCO INTEGRATED SECURITY LLC
2010 Swift Drive
Oak Brook, IL 60523

Your Acct. Manager is **DUKE MELCHERT**
Call me for **FIRE, SECURITY, ACCESS & CCTV**
Telephone: **630-218-7515 -OR- 708-692-4100**
(Herein called "Tyco")

Service Address: Village of Orland Cultural Arts Center
14760 Park Lane
Orland Park, IL 60462

Attn: Dennis Wokurka
(Herein called the "Customer")

Tel. No.: (708)403-6374

Tyco proposes to install or cause to be installed the equipment and furnish the services (collectively the "system") indicated herein:

QTY.	DESCRIPTION
1	Wireless Radio w/Enclosure & Antenna, Kit
	The installation of the radio and transmission equipment is predicated on utilization of a standard 2.5db antenna located at the radio site. Should the installation require an upgraded antenna or remote antenna positioning, additional charges will apply.
	POINT OF CONNECTION: It is mutually understood and agreed that TYCO IS assumes no responsibility whatsoever for the maintenance, operation, no-operation, actuation, non-actuation or needless or erroneous actuation of the Customer-Owned equipment; that service may be terminated by TYCO IS in the event the Customer-Owned equipment is not in good operating condition and TYCO IS shall not be liable for any damage or subject to any penalty as a result of such termination.
	ELECTRONIC MEDIA: Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes including litigation. TYCO IS may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.
	Bill to:
	Village of Orland Park
	14700 S. Ravinia
	Orland Park, IL 60462

TYPE of Transaction

Direct Sale (equipment to become property of the Customer upon payment in full of Installation Charge shown below).

OR

System to remain property of Tyco (Radio)

Tyco may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the 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 Tyco to collect any charges which have been accrued or may be accrued hereunder.

P-Provided
NP-Not Provided
(Check one)

P NP

Services To Be Provided

Central Station Signal - Receiving and Notification
 Fire Alarm Holdup Alarm
 Burglar Alarm Duress
 Supervisory Other

Using: Radio

Digital Communicator*
 Leased Line Telephone Charge:
 Included Not Included

*Telephone Jack Charges Not included

Inspections

Number per year _____

Investigator Response

Interior Exterior

Supervised/Scheduled Opening/Closing

Opening/Closing Logging

Opening/Closing Reports

Other Direct Connection to 911 Center

Maintenance (Radio Only)

If Maintenance Service is declined, Customer, please initial here

N/A

For the sum of \$ 1,250.00 payable "Upon Completion" upon acceptance of this proposal and the balance payable upon completion of the installation ("Installation Charge") and as a precondition to activation of the system and, if applicable, connection to central station service. In addition for the service(s) to be provided as indicated above, Customer agrees to pay \$ ZERO per annum, Paid quarterly in advance for a period of five years effective from the date service is operative under this Agreement. Tyco may invoice Customer for progress billings based upon equipment and/or system components delivered or stored and/or services performed before completion of the system/equipment installation, activation of the system, connection to Tyco's Central Station, or any other service(s). After the five years, this Agreement shall be automatically renewed yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date. Tyco shall have the right to increase the annual service charge after 1 year. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 90% of the service charge remaining to be paid for the unexpired term of the Agreement as liquidated damages (but not as a penalty). The Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any government body, relating to the installation or service provided under this Agreement and to pay any increase in charges to Tyco for facilities required for transmission of signals under this Agreement. In the event Tyco's representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or, failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Customer. Failure to pay amounts due shall give Tyco, in addition to any other remedies, the right to charge interest at the highest legal rate on the delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and legal fees. The installation charge quoted in this Agreement is based on Tyco performing the installation with its own personnel. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

Duke Melchert

By

(630) 218-7515

Sales Representative

Customer Acceptance

In accepting Tyco's Proposal, Customer agrees to the terms and conditions contained herein. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

Customer warrants that the Customer: (1) has requested the equipment/service specified in this Agreement for its own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed or that the person signing on behalf of Customer has the authority to engage Tyco to carry out the installation in the premises and (3) will comply with all laws, codes, and regulations pertaining to the use of the equipment/services.

X

Customer's Signature (Please sign here)

Title

Date

This Agreement is not binding unless approved in writing by an authorized Representative of Tyco. In the event of failure of such approval, the only liability of Tyco shall be to return to the Customer the amount, if any, paid to Tyco upon signing of this Agreement.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1.If an alarm signal registers at Tyco's Central Monitoring Center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco 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, Tyco shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at Tyco's CMC, Tyco shall endeavor to notify promptly the designated representative of the Customer. 2.If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL or, if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch an Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3.If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at Tyco's CMC, Tyco will endeavor to notify Customer's designated representative. 4.If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police or Fire Department. 5.The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. Tyco WILL NOT ARREST OR DETAIN ANY PERSON. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8.5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco shall not respond to any signals, endeavor to notify the authorities, 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. 9.Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10.Parallel Protection Service - If Customer chooses an Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2.Communication Facilities. (a) Authorization. Tyco 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 "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the Tyco System, Equipment, or 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 Tyco alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'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. TYCO'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, ET CETERA, 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, HEREINAFTER REFERRED TO AS "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 TYCO'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 TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO 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 TYCO REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO 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 TYCO 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 TYCO. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service. 1.Quality Service Plan ("QSP")/Maintenance. (a)If QSP/Maintenance Service is purchased, Tyco will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of Tyco, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the Tyco Control Panel. (b)QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below. (c)Tyco's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and Tyco is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. Tyco is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot. (d)If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, Tyco will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with Tyco's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at Tyco's then applicable rates. (e)QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. Tyco's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

A.4. Testing/Inspections Service. If such service is purchased, Tyco will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between Tyco's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.5. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement. (a)Alert Notification - Immediate Response Information System (IRIS) (b) Managed Access Control (c)Electronic Article Surveillance ("EAS") (d)Guard Response Service (e)Radio Frequency Identification ("RFID") (f)Training Services (g)Watchman's Reporting Service.

B. Warranty (90-Day). 1.For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement. 2.The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed 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 Tyco or from parts, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (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, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Tyco for service under the Warranty and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions", Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials. 3.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 CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL 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, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1.Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2.System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3.Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS): TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4.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 the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5.Training Services. Tyco provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6.Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, 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. Tyco 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.

D. Electronic Media; Personal Information. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) authorizes Tyco to use such personal information to administer the relationship between Customer and Tyco, including the administration of this Agreement. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment Tyco 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 on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. **TYCO MAKES NO GUARANTY 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, Tyco 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 Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco 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 Tyco 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 Tyco 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 Section E, Tyco 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 Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco 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 Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one 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 year. 6. The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement 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 section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination. 1. 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 Tyco's representative is sent to the 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. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco 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. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco'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; (e) Tyco is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving 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, Tyco 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 Tyco, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco'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 Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND Tyco BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terror by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. 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. 2. Paragraph and Section Headings; Captions: Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. 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. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. 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, 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 Tyco from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco 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. 5. Insurance. Tyco maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco'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 System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer 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"), Tyco 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. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. **TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

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

M. Tyco License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery 36116, (334) 264-9388; AK 256239, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600; AZ ROC109396-C12: ROC109402-L67; CA ACO4227, PPO12949, 707408; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0001121, -0950, -1123, -0478, EF20000341, -0413, EG0000164; GA LVA205374, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-C; MI A-0639, 3601202182 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN TS00021; NC 846-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609 (919) 875-3611; NM 056126; NV 0040091, 1338; NY 12000025576, Licensed by NYS Dept. of State; OH 16782, 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; OK 00067; OR 59944; PA Pennsylvania Home Improvement Contractor Registration Number: PA10083; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536-140 Heimer Rd. Ste. 100, San Antonio, TX 78232 – Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205, 11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. MS 15005633.

The foregoing list shows only those license numbers Tyco Integrated Security LLC ("TycoIS") is required by law to include on marketing materials. A comprehensive list of licenses held by TycoIS is available on www.tycois.com (Legal).

California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.