



1-845-504-5621 [www.allsecuruss.com](http://www.allsecuruss.com)

PO BOX 103, Tallman, NY 10980

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## **GENERAL TERMS APPLICABLE TO ALL INSTALLATIONS, SERVICE, AND MAINTENANCE**

1. **EQUIPMENT SALE AND INSTALLATION.** Company will sell and install the equipment identified on the *ESTIMATE* (the “Equipment” or “System”). Unless otherwise agreed to in a writing between Customer and Company, Customer will be responsible for obtaining and paying for any permits required for the installation of the Equipment. Company may be required to drill holes, insert nails, screws, brackets or cut into walls, ceilings and other building materials to complete the installation, and is not responsible for repairing or restoring any damage, or repainting or redecorating the Premises necessary for, or caused by, the installation. Company’s installers are not aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces and, therefore, Customer must advise Company of such hidden objects before the installation starts. At all times during the installation, it is Customer’s responsibility to make the Premises available to Company, including notifying and making appropriate plans with any owner, landlord, tenant or other persons. Company may require the non-technical assistance of one or more staff member(s) of Customer to perform the installation (for such purposes as moving furniture, personal items of the Customer, providing access, etc.), and Customer agrees to provide staff member(s) as so required. Unless written notice is provided to Company, Customer represents that there is no (i) Permit Confined Spaces as defined by OSHA which the Company will be required to access or enter; (ii) risk of infectious disease anywhere within the Premises where work will be performed by the Company; (iii) need for air monitoring, respiratory protection, or other medical risk, or (iv) asbestos containing material, formaldehyde or other potentially toxic or hazardous material contained in, on or around the surface of the floors, walls, ceilings, insulation or other structural components where work will be performed by the Company (“**hazardous conditions**”). If hazardous conditions are encountered, Company shall have no obligation to perform work in an affected area until the area has been made safe by Customer, and Customer shall pay reasonable disruption and re-mobilization costs and expenses as reasonably determined by Company. Customer agrees to indemnify, defend and hold Company harmless for any and all damages resulting from exposure of workers to hazardous conditions, including bodily injury and property damage, attorneys’ fees, court costs and expert fees. Under no circumstances shall Company be responsible for the removal or disposal of any hazardous materials. Company is not responsible for any delay in the installation of any Equipment caused by unavailability of Equipment, war, terrorism, fire, flood, extreme weather, accident, explosion, governmental or court order, strike, lockout or other labor troubles, or any other cause beyond the reasonable control of the Company. If the Company provides an estimated start date or completion date for installation, such dates are good faith estimate only and time is not of the essence. IF THE COMPANY IS INSTALLING ANY ACCESS CONTROL EQUIPMENT FITTED WITH AN OVERRIDING MECHANICAL RELEASE IN THE EVENT OF A FIRE ALARM EMERGENCY, THE CUSTOMER UNDERSTANDS AND AGREES THAT THE COMPANY **WILL NOT** TIE-IN OR LINK, OR ARRANGE FOR THE TIE-IN OR LINK, OF THE ACCESS CONTROL EQUIPMENT AND RELATED OVERRIDING MECHANICAL RELEASE TO ANY FIRE ALARM PANEL, AND THE CUSTOMER MUST SEPARATELY CONTRACT WITH ANOTHER COMPANY TO DO SO.

2. **LIMITED WARRANTY FOR EQUIPMENT SALE AND INSTALLATION.** For twelve (12) months from the date of the substantial completion of installation of any Equipment purchased by the Customer under the applicable *ESTIMATE*, Company warrants that if any such Equipment does not work because of a defect in design or workmanship, Company will repair or replace that part at no charge. The Limited Warranty does not apply if the Equipment has been damaged by Customer, accidents, power surges, misuse, vandalism, terrorism, improper maintenance, unauthorized changes or acts of God (such as fires, earthquakes, floods, tornadoes, etc.). This Limited Warranty is the only warranty Company makes. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED. Company will only provide Limited Warranty service if Customer notifies Company of a need for service. Once notified, Company will service the Equipment as soon as it reasonably can during normal business hours (9:00 a.m. to 5:00 p.m.), excluding Saturdays, Sundays and Holidays. Company is not responsible for any interruption of service after a service request has been made and before service is complete. Customer agrees to pay Company its applicable charges for labor and materials for any service to the Equipment not covered by the Limited Warranty or otherwise requested on an emergency basis. All of Customer’s duties and obligations under the applicable *ESTIMATE* continue even if the Customer sells or leaves the Premises, unless otherwise agreed to in writing with the Company.

3. **CENTRAL STATION MONITORING OF ALARM SIGNALS AND VIDEO.** If the Customer has contracted for Central Station Monitoring (“Monitoring”), Company will subcontract the Monitoring to a central monitoring station (the “Monitoring Subcontractor”). Once the Monitoring Subcontractor receives an alarm signal from the System at the Customer’s Premises (or video from surveillance cameras at the Premises (the “Cameras”), if the Customer has contracted for Central Station Remote Video Monitoring), indicating the necessity for response, the Monitoring Subcontractor will make reasonable efforts to communicate electronically or by telephone to the addresses and telephone numbers provided by Customer and/or the appropriate governmental agencies, if applicable. The Monitoring Subcontractor cannot control or be responsible for police or fire response time. Monitoring is not error-free. Alarm signals (and video, if applicable) are sent from the applicable System or Cameras to the Monitoring Subcontractor using the communications equipment at Customer’s Premises tied into the System and Cameras, which may include Customer’s regular telephone line(s); wirelessly, and/or the internet or cable system. Company is not responsible for the functioning of the communications equipment and, if it is not functioning, the Monitoring Subcontractor will not receive an alarm signal or video (if applicable) and will be unable to respond. If the Monitoring is for a System or Cameras owned by the Customer and previously sold and installed by others (“Pre-Existing System or Cameras”), the Company will attempt to connect the Customer’s Pre-Existing System or Cameras to the Monitoring Subcontractor for Monitoring. If any additions, modifications or repairs are required to the Pre-Existing System or Cameras to connect it, and Customer refuses to authorize or pay for the work, Company may terminate this Agreement on seven (7) days written notice to the Customer. Company did not sell, manufacture, design or install the Pre-Existing System or Cameras and makes NO WARRANTIES OR REPRESENTATIONS CONCERNING THE PRE-EXISTING SYSTEM OR CAMERAS, THE DESIGN, CODE COMPLIANCE, OPERATION OR SUITABILITY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Before Customer changes the communications equipment, Customer must first call Company because the new equipment may not work with the System or Cameras and the Monitoring Subcontractor may not receive any alarm signals or video (if applicable). Customer understands and agrees that the Monitoring Subcontractor may require Customer to sign a separate written contract for the Monitoring, which the Customer hereby agrees to sign. Company reserves the right to terminate the Monitoring, with no further obligation to Customer, upon ten (10) calendar days advance written notice to Customer in the event of (i) excessive runaway and/or false signals, or (ii) violations of the reasonable policies and procedures of the Monitoring Subcontractor. Monitoring shall immediately terminate, without prior notice, in the event of (i) the telephone lines, network, other communications equipment; software; or facilities of the Monitoring Subcontractor are destroyed, damaged, or are rendered inoperable; (ii) war, terrorism, fire, flood, extreme weather, accident, explosion, governmental or court order, strike, lockout or other labor troubles or any other cause beyond the reasonable control of the Monitoring Subcontractor for the duration of the interrupted service; or (iii) excessive runaway and/or false signals.

4. **USE OF COMMUNICATIONS FOR MONITORING.** The Customer hereby consents to the Monitoring Subcontractor intercepting, recording, retrieving, reviewing, copying, disclosing and using for purposes of providing the Monitoring, the contents of all telephone, video, electronic and other related transmissions of communications.

5. **SERVICE PLANS.** If the Customer has contracted for a Service Plan, service will be performed during business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday (but excluding Saturdays, Sundays, Holidays). The Customer agrees to pay the Company its prevailing hourly labor rates for any service requested after the business hours, or on a Saturday, Sunday or Holiday. The Service Plan does not include batteries or labor or parts relating to any service, repair or replacement arising from or relating to any part that (i) is at or near the end of its life expectancy, (ii) is the subject of a product recall; (iii) requires service, repair or replacement due to damage caused by the Customer, power surges, misuse, vandalism, lack of proper maintenance, service by other parties, relocation by or on behalf of the Customer, or acts of God (such as fires, earthquakes, floods, tornadoes, etc.), or (iv) was installed by any

person or entity other than the Company at any time before or after the date of this Agreement. If the Service Plan includes a fire system, this does not include fire sprinkler systems (or applicable water sources), kitchen fire suppression systems, special hazard fire suppression systems, portable fire extinguishers, or any related parts, devices or components. All service calls are limited to the system subject to the Service Plan and the related parts and wiring which are readily and safely accessible to Company and can be accessed without undue restrictions during the applicable service call. By way of examples, Company will not remove or open drywall or closed ceilings; dismantle any mechanical or structural or non-structural unit; move furniture, inventory, equipment, computers, fixtures or other personal property of Customer; enter or inspect any concealed or inaccessible areas or spaces or enter or inspect within any confined spaces, as defined by OSHA. Company will not repair or replace any part during a service call, unless authorized by the Customer. Company is not responsible for any failure, problem or non-compliance with the National Fire Protection Association (“NFPA”), local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during a service call. While Company is performing a service call, parts may fail or malfunction through no fault of Company. Company assumes no liability or responsibility whatsoever for any such failure, or any related real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any damage from any such failure, if contracted separately in writing to do so for an additional fee.

6. **ANNUAL FIRE ALARM INSPECTION.** If the Customer has contracted for an Annual Fire Alarm Inspection (“Inspection”), Company will perform such Inspection in accordance with the applicable NFPA standards and the requirements, if any, of the local authority having jurisdiction. Following the Inspection, Company will provide Customer with a report of the Inspection and send a copy to the local authority having jurisdiction, if required. An Inspection does not include fire sprinkler systems (or applicable water sources), kitchen fire suppression systems, special hazard fire suppression systems, portable fire extinguishers, or any related device or components. Before each Inspection, the Customer must provide the Company with all drawings, plans and specifications relating to the fire alarm system to be inspected. It is the sole responsibility of Customer to contact Company to schedule an Inspection and make the Premises available to Company during business hours (9:00 a.m. to 5:00 p.m., Monday through Friday), so that Company may perform the Inspection. This includes notifying and planning with, among others, any tenants, landlords and owners for access as may be required by Company to perform the Inspection. Inspections are limited to the systems, equipment and related devices, components and wiring which are readily and safely accessible to Company and can be accessed without undue restrictions at the time scheduled for the Inspection. By way of examples, Company will not remove or open drywall or closed ceilings; dismantle any mechanical or structural or non-structural unit; move furniture, inventory, equipment, computers, fixtures or other personal property of Customer; enter or inspect any concealed or inaccessible areas or spaces or enter or inspect within any confined spaces as defined by OSHA. If Company is unable to perform an Inspection Service due to issues relating to access, the Company reserves the right to charge the Customer a Two Hundred Fifty Dollar (\$250.00) re-inspection fee. Company will not repair or replace any system, equipment or related component, device or wiring during an Inspection, unless Customer separately contracts in writing with Company to do so for a separate additional fee. The Company is not responsible for any failure, problem or non-compliance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during an Inspection. While Company is performing an Inspection, systems, equipment components or devices at the Premises may fail or malfunction through no fault of Company. Company assumes no liability or responsibility whatsoever for any such failure, or any related real or personal damage. Company may require the non-technical assistance of one or more staff member(s) of Customer to perform an Inspection and Customer agrees to provide staff member(s) as so required. INSPECTIONS ARE NOT AN ENGINEERING REVIEW OR ANALYSIS OF ANY SYSTEM, EQUIPMENT, COMPONENT OR DEVICE. THE INSPECTION SERVICES WILL NOT INCLUDE INSPECTION OR ANY ADVICE RELATING TO ANY RECALLED PRODUCTS. THE INSPECTION SERVICES AND RELATED INSPECTION REPORTS ARE BASED SOLELY ON CONDITIONS EXISTING AT THE DATE AND TIME OF THE INSPECTION ONLY.

7. **MANAGED ACCESS CONTROL SERVICES.** If the Customer has contracted for MANAGED Access Control Services (“MACS”), access control software for the applicable Access Control System (“ACS”) will be hosted, maintained and operated by the Company’s secure server. The Company will maintain and back-up Customer’s data for the ACS. By written instructions provided to the Company, the Company will remotely add, delete or modify employee and third-party access and cards, remotely manage (lock and unlock) doors, change and modify schedules, view and print reports, remotely install any applicable software and firmware updates, program the ACS, remotely troubleshoot if Customer experiences any problems with the ACS, and perform other services enabled by the features and functionalities of the access control software and requested in writing by the Customer. The Customer hereby consents to the Company remotely accessing the Customer’s ACS for the limited purpose of providing the MACS.

8. **HOSTED ACCESS CONTROL SERVICES.** If the Customer has contracted for HOSTED Access Control Services (“HACS”), the Customer will have cloud-based access, through its enabled electronic devices, to access control software hosted on a secure remote server for the applicable Access Control System (“ACS”). By accessing the access control software, the Customer may maintain and back-up data for the ACS, add, delete or modify employee and third-party access and cards, manage (lock and unlock) doors, change and modify schedules, view and print reports, program the ACS, and perform other services enabled by the features and functionalities of the access control software. All data stored by the Customer through the HACS will be saved for a period of one (1) year from the date and time that the data is first stored by the Customer.

9. **REMOTE SUBSCRIBER ACCESS SERVICES.** If the Customer has contracted for Remote Subscriber Access Services (“RAS”), Customer will have wireless remote access to the applicable system, through a Customer owned and enabled electronic devices, for purposes of utilizing those RAS contracted-for in this Agreement. If Customer has contracted for the RAS of Remote Video Verification, alarm notifications paired with video clips will be wirelessly transmitted to the Customer’s enabled portable device so that the Customer may see what is activating the alarm. Upon receipt of any such alarm notifications and related video clips, the Customer is solely responsible for interpreting the data and implementing any plan of action, such as calling 911 or other appropriate emergency responders.

10. **VIDEO DATA STORAGE SERVICE.** If the Customer has contracted for Video Data Storage Service (“VDSS”), surveillance videos on a Customer owned and operated NVR or other device will wirelessly send video files to the Company’s secure cloud storage vault (the “Video File(s)”). Each Video File will be saved for a period of one (1) year from the date and time that the Video File is first received in the Company’s secure cloud storage vault. The Customer will have cloud-based access through its enabled electronic devices to access, view, retrieve and download the Video Files on an enabled electronic device by logging into the Customer’s applicable account. The Customer is solely responsible to ensure that the NVR or other device it owns and operates for the VDSS is fully operational and compatible with the VDSS.

11. **LIMITATIONS OF SERVICES.** Customer understands and agrees that the MACS, HACS, RAS and VDSS are dependent for proper functioning on, among other things, the wireless transmission of data by and through various internet connections and services, related wireless networks and enabled and related hardware devices and other electronic equipment (the “Connections, Services and Devices”), none of which are error-free or 100% reliable or the responsibility of the Company. The Connections, Services and Devices may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders (collectively “Service and Equipment Interruption(s)”). Customer understands that Service and Equipment Interruptions may result in the applicable MACS, HACS, RAS or VDSS being unreliable or unavailable for the duration of the Service and Equipment Interruption. Customer further understands and agrees that the applicable MACS, HACS, RAS VDSS may be suspended temporarily without notice for security reasons, system failure, Service and Equipment Interruptions, maintenance and repair, or other circumstances beyond the reasonable control of the Company, and Customer agrees that no refund or rebate will be issued for any such suspension.

12. **MUTUAL TERM FOR SERVICES AND PLANS.** THE INITIAL TERM OF THE APPLICABLE *ESTIMATE* FOR ALL SERVICES AND PLANS (INCLUDING MONITORING, SERVICE PLANS, INSPECTIONS, MACS, HACS, RAS AND VDSS) IS THREE (3) YEARS COMMENCING ON THE DATE THE CUSTOMER SIGNS THE *ESTIMATE*. AFTER THE INITIAL TERM EXPIRES, THE APPLICABLE SERVICES AND PLANS WILL AUTOMATICALLY AND CONTINUOUSLY RENEW YEARLY AT THE COMPANY’S THEN PREVAILING RATES. CUSTOMER AND COMPANY ALWAYS HAVE THE RIGHT TO STOP A RENEWAL TERM FROM OCCURRING BY SENDING WRITTEN NOTICE OF CANCELLATION TO THE OTHER

13. **CUSTOMER DUTY TO PROVIDE ELECTRICAL, TELEPHONE AND INTERNET SERVICE.** If requested by Company, Customer agrees to furnish, at Customer’s sole expense, all required 110 volt AC power, electrical outlets, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband internet access and IP Address, telephone hook-ups, RJ31×Block or equivalent, and other electrical, telephone and internet access equipment, components and services as required or deemed reasonably necessary by the Company for any installation of Equipment or provision of any Services (i.e., Monitoring, MACS, HACS, RAS and VDSS).

14. **LIMITATION OF COMPANY'S LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OF ANY KIND OR DEGREE, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION, CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATING TO THE APPLICABLE *ESTIMATE* OR ANY SERVICES, PLANS OR EQUIPMENT PROVIDED OR TO BE PROVIDED BY THE COMPANY, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE GREATER OF: (I) THE TOTAL EQUIPMENT SALE AND INSTALLATION CHARGES, IF ANY, EXCLUSIVE OF ANY TAXES, SET FORTH ON THE APPLICABLE *ESTIMATE*; OR (II) TWO (2) TIMES THE TOTAL ANNUALIZED SERVICE CHARGES (INCLUDING ANY CONTRACTED-FOR MONITORING, SERVICE PLANS, INSPECTIONS, MACS, HACS, RAS or VDSS), IF ANY, EXCLUSIVE OF ANY TAXES, SET FORTH ON THE APPLICABLE *ESTIMATE*, AND THIS LIABILITY SHALL BE SOLE AND EXCLUSIVE. COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY IN WRITING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER DAMAGES, DIRECT DAMAGES, CONSEQUENTIAL DAMAGES, PERSONAL INJURY AND LOSS OF LIFE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY RECKLESSNESS, WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE COMPANY, OR ANY OTHER THEORY OF LIABILITY THAT, UNDER APPLICABLE LAW, MAY NOT BE THE SUBJECT OF A LIMITATION OF LIABILITY CLAUSE.

15. **WAIVER OF SUBROGATION.** To the fullest extent permitted by applicable law and not prohibited by the applicable policies of insurance, Customer releases Company from any liability for any loss, event or condition covered by Customer's insurance.

16. **THIRD PARTY INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD COMPANY HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST THE COMPANY ARISING IN ANY WAY FROM THE APPLICABLE *ESTIMATE* OR ANY SERVICES, PLANS OR EQUIPMENT PROVIDED OR TO BE PROVIDED BY THE COMPANY (A "THIRD PARTY ACTION"); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS' FEES AND COSTS OF THE COMPANY) INCURRED BY, ASSESSED OR FOUND AGAINST, OR MADE BY COMPANY RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES"), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE OF THE COMPANY, BREACH OF CONTRACT OR WARRANTY OR CONDITION, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY RECKLESSNESS, INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF THE COMPANY, OR ANY OTHER THEORY OF LIABILITY THAT, UNDER APPLICABLE LAW, MAY NOT BE THE SUBJECT OF AN INDEMNIFICATION CLAUSE.

17. **MALWARE AND VULNERABILITIES NOTICE AND RELEASE.** Equipment that relies on wireless or internet connections or are connected to a network of any kind (such as security systems, communications equipment, cameras, wireless radios, access control, cloud storage, NAS storage, DVRs, NVR and other kinds of networkable security and other devices) may not be secure and may be exploited, corrupted or hacked by malware and spyware variants ("Malware and Vulnerabilities"). Malware and Vulnerabilities may provide a gateway for a person with malicious intent the capability to arm or disarm your system or related equipment; view, extract, change, destroy, steal, disclose or alter your data, or the data of others; monitor and/or spy on your activities and the activities of others; cause internet and network outages; provide for unintended or unauthorized access by others to your network, or the network of others; and otherwise place people, property or data at risk. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT THE EQUIPMENT OR SERVICES IS SECURE, DOES NOT HAVE, OR IS NOT SUSCEPTIBLE TO, MALWARE AND VULNERABILITIES. The Company assumes no liability whatsoever for any Malware and Vulnerabilities and, to the fullest extent permitted by applicable law, you agree to release and hold Company harmless from any Malware and Vulnerabilities and any related loss or damage of any kind or sort, even if caused by any breach of contract or negligence of any kind or degree of the Company (the "Malware and Vulnerability Release"). If the Malware and Vulnerability Release is not enforceable under applicable law for any reason, then the LIMITATION OF COMPANY'S LIABILITY in Section 14 of these General Terms shall apply to any losses or damages, of any kind or sort, arising from, or related to, Malware and Vulnerabilities.

18. **CUSTOMER AGREEMENTS AND UNDERSTANDINGS.** Customer has the authority to sign the applicable *ESTIMATE* and in doing so will not violate any other agreement. It is the sole responsibility of Customer to test the operation of the Equipment at least weekly, and immediately notify Company of any need for service. Customer understands that the Equipment is designed to reduce, but not eliminate, certain risks. Company does not guaranty that the Equipment will prevent personal injury, property damage, or unauthorized entrances into the Premises. Customer understands and agrees that any subcontractor retained by Company to provide any of the services under the applicable *ESTIMATE* (including, without limitation, the Monitoring Subcontractor and any company providing hosting services for the MACS), are independent contractors and independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between them. Customer agrees to register the System, if required by the local county, township or municipality.

19. **REMEDIES.** IF CUSTOMER FAILS TO PERFORM ITS OBLIGATIONS UNDER THE APPLICABLE *ESTIMATE* (INCLUDING, WITHOUT LIMITATION, NON-PAYMENT OF ANY CHARGES DUE OR THE UNTIMELY TERMINATION OF ANY CONTRACTED-FOR SERVICES BEFORE THE END OF THE INITIAL TERM OR APPLICABLE RENEWAL TERM), THE CUSTOMER WILL BE IN BREACH, AND THE COMPANY MAY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT ADVANCED NOTICE, TERMINATE THE APPLICABLE *ESTIMATE*, IN WHOLE OR IN PART, AND RECOVER FROM THE CUSTOMER THE FOLLOWING DAMAGES: (I) ALL AMOUNTS THEN DUE AND OWING BY THE CUSTOMER ON THE APPLICABLE *ESTIMATE*; (II) 75% OF THE AMOUNT DUE TO THE COMPANY FOR THE REMAINING UNEXPIRED INITIAL TERM OR RENEWAL TERM, AS THE CASE MAY BE, FOR ANY SERVICES (i.e., MONITORING, SERVICE PLANS, INSPECTIONS, MACS, HACS OR RAS) CONTRACTED-FOR UNDER THE APPLICABLE *ESTIMATE* (AS AN AGREED-UPON AMOUNT OF DAMAGES AND NOT AS A PENALTY); (III) COMPANY'S REASONABLE COLLECTION COSTS, INCLUDING ATTORNEYS' FEES AND COSTS; AND (IV) ALL OTHER DAMAGES AND REMEDIES AVAILABLE UNDER APPLICABLE LAW. If Company waives any default, Company is not waiving other defaults. Any waiver by Company must be in writing.

20. **LATE CHARGES/PRICE INCREASES.** All invoices from Company are due upon receipt, unless otherwise stated in writing. If Customer is more than ten (10) days late with payment, Company can charge Customer interest of 1.5% per month (18% per annum), or the maximum amount permitted by applicable law. THE COMPANY MAY INCREASE THE CHARGES FOR ANY SERVICES CONTRACTED-FOR IN THE APPLICABLE *ESTIMATE* (i.e., MONITORING, SERVICE PLANS, INSPECTIONS, MACS, HACS OR RAS) DURING EACH RENEWAL TERM AT THE COMPANY'S THEN PREVAILING RATES.

21. **ASSIGNMENTS/SUBCONTRACTORS.** Customer may not assign the applicable *ESTIMATE* without Company's prior written consent. COMPANY MAY ASSIGN OR SUBCONTRACT THE APPLICABLE *ESTIMATE* (IN WHOLE OR IN PART) AND THE ASSIGNEE OR SUBCONTRACTOR WILL HAVE THE RIGHT TO ENFORCE, AND RECEIVE THE BENEFIT OF, ALL OF THESE GENERAL TERMS, INCLUDING, WITHOUT LIMITATION, LIMITATION OF COMPANY'S LIABILITY, INDEMNIFICATION, AND WAIVER OF SUBROGATION.

22. **MUTUAL JURY TRIAL WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER

BOTH GIVE UP THE RIGHT TO A JURY TRIAL.

23. **FALSE ALARM CHARGES.** In the event a fine, penalty or fee is assessed against Customer or Company because of any false alarm, failure of Customer to register the System or other reason or condition, Customer agrees to be solely responsible for payment, and shall reimburse the Company for any related fines, penalty or fees it pays, unless caused by the breach of contract, negligence or other wrongdoing of the Company.

24. **DEFINITION OF COMPANY.** Company is defined herein to include the Company and its members, managers, officers, employees, agents, representatives, parents, affiliates, successors and assigns.

25. **MISCELLANEOUS.** These General Terms and the applicable *ESTIMATE* contains the entire understanding between Customer and Company relating to the subject matter hereof, and replaces any earlier discussions, agreements, proposals, purchase orders or contracts. The *ESTIMATE* and these General Terms cannot be changed except by a writing signed by Customer and Company. If any provision of these General Terms is found to be invalid, the remaining provisions are still effective. The laws of the State where the Premises is located shall govern and control the validity, interpretation and enforcement of the applicable *ESTIMATE* and these General Terms, without regard to that State’s conflict of law principles. EXCEPT FOR SUBCONTRACTORS AND ASSIGNEES UNDER SECTION 21 ABOVE, THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE APPLICABLE *ESTIMATE* OR THESE GENERAL TERMS. The applicable *ESTIMATE* and these General Terms are not binding on the Company until the earlier of: (i) Company signs the applicable *ESTIMATE*; or (ii) installation or services are commenced under the applicable *ESTIMATE*.

**(NEW JERSEY CONSUMER TRANSACTIONS ONLY FOR HOME SOLICITATION SALES).** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF TWO (2) COPIES OF THE NOTICE OF RIGHT OF RECESSION FORM.

PLEASE READ ALL THE GENERAL TERMS BEFORE YOU SIGN BELOW. BY SIGNING BELOW, COMPANY ESTIMATE, AND/OR COMPANY INVOICE, YOU HEREBY ACCEPT AND AGREE TO ALL OF THE GENERAL TERMS.

**AGREED TO AND ACCEPTED BY CUSTOMER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Title (if applicable):**\_\_\_\_\_