

## Additional Terms and Conditions

**1. MULTICOM IS NOT AN INSURER – LIMITATION OF LIABILITY.** It is understood and agreed by Customer that Multicom is not an insurer; that insurance, if any, covering personal injury and property loss or damage on Customer's premises shall be obtained by the Customer; that Multicom is being paid for monitoring services which are designed only to reduce certain risks of loss; that the amounts being charged by Multicom are not sufficient to guarantee that no loss will occur; that the System may be compromised or circumvented; that Multicom is not responsible for any failure to perform due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Multicom; that Multicom is not responsible for any consequential or incidental damages which may occur, even if due to Multicom's negligence, active or passive, breach of express or implied contract, or non-performance or failure to perform any obligation.

It is impractical and extremely difficult to fix the actual damages, which may arise due to faulty monitoring of the System or failure of services, provided. If, notwithstanding the above provisions, there should arise any liability on the part of Multicom, such liability shall be limited to Two Hundred Fifty Dollars (\$250), and this liability shall be exclusive. In the event Customer wishes to increase the amount of such liability, Customer has the right to obtain from Multicom a higher limit by paying an additional amount for the increase in liability, and a Rider shall be attached hereto setting forth such higher limit and increased cost, but such additional obligation shall in no way be interpreted to hold Multicom as an insurer.

**2. THIRD PARTY INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Multicom, its employees and agents from and against all claims, lawsuits and losses which claims and/or lawsuits are brought or loss is sustained by any third party, including without limitation, all claims, lawsuits or losses based upon the monitoring and servicing of the System, whether those claims be based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of Multicom, its employees or agents.

**3. SERVICES TO BE PROVIDED BY MULTICOM.** Multicom or its agent will receive and analyze signals from the System. When an alarm is received, Multicom will verify if Customer caused the alarm. If no authorized pass code is received, Multicom shall make every reasonable effort to notify the appropriate police or fire department or the other persons or entities designated by the Customer to Multicom in writing (the "Customer Monitoring Record") prior to the commencement of monitoring services under this Agreement, as the Customer Monitoring Record is modified by the Customer in writing from time to time. Where the System control panel sends test signals to the central station, upon receipt of a "fail to test" signal, Multicom will make an investigation of the System during the next business day or as soon thereafter as is reasonably practicable. In addition, Multicom will make repairs to the System at Customer's request as soon after receipt of notice as is reasonably possible. Customer shall pay for such repairs at Multicom's then prevailing labor and material rates. Customer acknowledges that Multicom has no knowledge of hidden pipes, wire or other obstructions within walls or other concealed spaces, and it is Customer's obligation to make Multicom aware of such conditions, failing which Multicom shall have no responsibility whatsoever for any damages that might be caused.

**4. CUSTOMER INVOICING.** Monitoring Fees are billed either monthly, quarterly or annually in advance. Fees for repair service are billed upon completion of work. Invoices are due upon receipt.

**5. TELEPHONE LINES.** Customer shall pay all telephone charges for installation, leasing and service charges of telephone lines connecting Customer's protected premises to Multicom's central station when a digital communicator, voice communicator, or direct line is installed or when the signals are transmitted to any municipal police or fire department. Customer acknowledges that if Multicom utilizes a digital communicator for the purposes of transmitting alarm signals from customer's premises to Multicom's central station that the signals from the System are transmitted over Customer's regular telephone or cellular service to Multicom's central station, and in the event Customer's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the System will not be received in Multicom's central station during any such interruption in telephone service and the interruption will not be known to Multicom. Customer further acknowledges and agrees that signals to the central station are transmitted over telephone company lines in which are wholly beyond the control and jurisdiction of Multicom and are maintained and serviced by the applicable telephone company or utility.

**6. CUSTOMER DUTIES.** Customer shall carefully and properly set the System prior to securing the premises. Customer shall carefully and properly test the System prior to arming the System and shall immediately report to Multicom any claimed inadequacy or failure of the System. When a device or protection is used which is affected by turbulence of air, occupied air space change or other disturbing conditions, Customer shall turn off or remove all things which may interfere with the effectiveness of the System. Customer shall furnish to Multicom a Customer Monitoring Record setting forth the names and telephone numbers of all persons authorized to be notified in the event of an emergency. Customer shall provide all necessary electric current for operation of the System. Customer is responsible for any applicable city alarm permit registration fees and any fines assessed by the City for excessive false police dispatches.

**7. ASSIGNEES/SUBCONTRACTORS OF MULTICOM.** Multicom shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Customer and shall have the further right to subcontract any services, including monitoring and repair service, which it may perform. Customer acknowledges that this Agreement, and particularly those paragraphs relating to Multicom's maximum liability, disclaimer or warranties, and third party indemnification inure to the benefit of and are applicable to any assignees and/or subcontractors of Multicom, and that they bind Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind Customer to Multicom.

**8. TERMINATION.** This Agreement may be terminated, upon written notice from Multicom to Customer, without liability to Multicom, in the event of non-payment of any amounts owed to Multicom or in the event the System is damaged or destroyed by fire or other catastrophe to the extent that it is impracticable to continue service. In such event, or if Customer cancels or terminates this Agreement, otherwise than through an assumption of this Agreement by a new owner of the Customer's residence in accordance with the next following paragraph, Customer shall immediately pay to Multicom all charges accrued and unpaid to the date of termination or cancellation, plus one half (1/2) of the Monitoring Fees for the balance of the then term of this Agreement, plus reasonable attorneys' fees necessary to obtain said amounts.

**9. SALE OF RESIDENCE.** If this is a residential System and the Customer sells the residence, this Agreement may be assumed by the new owner of the residence by a written notice to Multicom notifying it of the new owner's assumption of this Agreement, in which event the new owner shall be substituted as the Customer for all purposes of this Agreement except for invoicing for periods prior to sale. If the new owner does not assume this Agreement, Customer shall have the option to either (i) pay the termination fee described in the preceding paragraph \* or (ii) resell to Multicom the System components (except for the wiring) for a price equal to the then fair market value of the components. The resell option may be exercised by so notifying Multicom, by accepting from Multicom a check in an amount equal to Multicom's best estimate of the fair market value of the equipment and by authorizing Multicom or its designated representative to enter upon the premises of Customer and remove such components. Multicom shall not be responsible for minor damage which may be caused to the premises of the Customer as a result of the removal of the components. The "fair market value of the components" shall mean the price at which Multicom may resell the equipment comprising the System on any market specializing in used alarm system equipment. Unless the Customer has provided for the removal of the System components before closing the sale of the residence, the Customer shall be deemed to have conclusively elected to pay the termination fee.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments and writings pertaining thereto. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**11. SYSTEM OPERATION.** It is understood and agreed that it is the obligation of the Customer to properly operate the System, including the regular testing of any of its electronic equipment prior to setting the System for closed periods, and to notify Multicom promptly in the event that such equipment fails to respond to the test. It is the responsibility of the Customer to carefully and properly set the System each night or at such other times as Customer shall secure his premises.

**12. OTHER CHARGES.** If opening and closing supervision is provided, a maximum of 14 events per week is contemplated and, at Multicom's option, a fee may be charged for any additional events per week. Also, at Multicom's option, a fee may be charged for any false alarm or unnecessary service run caused by Customer. Customer agrees to pay, in addition to the Monitoring Fee, any false alarm assessments, sales, gross receipts, excise, communications or other similar taxes, fees, fines or charges imposed by any authority having jurisdiction, relating to the service provided under this Agreement and to pay any increases in telephone line charges for transmission of signals pursuant to this Agreement.