



## ADDITIONAL TERMS AND CONDITIONS

4. The term of this Agreement is three years. The periodic service fee is to be paid on either a quarterly or annual basis as noted above and this Agreement is terminable at the end of three year period, provided thirty (30) days prior notice in writing of desire to terminate is given by either party to the other.

5. Failure of either party to notify the other shall automatically renew this Agreement for one year from termination date and each succeeding year this Agreement shall again be renewed for one year until the written desire to terminate from one year period to the other has been complied with thirty (30) days before said termination date or any extension thereof.

6. The Subscriber hereby agrees that Contractor shall have the right to increase or decrease the periodic service fee at any time or times after the expiration of one year from the effective date of this Agreement upon giving the Subscriber notice thirty (30) days in advance of the effective date of such increase or decrease, and if the Subscriber is unwilling to pay any such increased charge, the Subscriber may cancel the then unexpired term of this Agreement by notifying the Contractor in writing fifteen (15) days prior to the otherwise effective date of any such increase.

7. In the event Subscriber shall breach the Agreement by failure to pay any amount due or otherwise during the principal term of the Agreement or any extension term or in the event the Subscriber shall become bankrupt or insolvent the Contractor is thereupon relieved of any further performance of any obligation under this Agreement. Further upon any such breach, bankruptcy or insolvency, there shall be due to the Contractor from the Subscriber eighty percent (80%) of the remaining service fees due under this Agreement or extension hereof as liquidated damages and not as a penalty; the Subscriber and Contractor acknowledge and agree that the actual cost of installation is not fully covered by the installation fee paid, that such breach by the Subscriber deprives the Contractor of its profit for the balance of Agreement, that the overhead attributable to this Agreement is difficult or impossible to determine, and that actual damages are difficult or impossible to determine and compute.

8. The Contractor will undertake all reasonable efforts to maintain the specified protective signaling system in good working order. Any trouble must be reported to the Contractor by the Subscriber without delay. Replacement of batteries shall be the financial responsibility of the Subscriber who shall be further required to test the system on a weekly basis. All changes in or alterations to the said system made at the request of the Subscriber or made necessary by any changes in the Subscriber's premises, property or equipment, after the original installation has been completed, shall be the cost of the Subscriber.

9. Contractor is in no way obligated to maintain, repair, operate or assure the operation of systems or devices of others to which the Contractor's specified protective signaling system is attached.

10. Subscriber at her/his own expense, shall supply appropriate uninterruptible A.C. electrical power and outlets for such power located according to Contractor's requirements, and telephone company interconnection jacks, if required.

11. Contractor has no responsibility for determining if any alarm signal is a true alarm or a false alarm and the Contractor shall not be held responsible for any loss, damage, cost, expense, fee, liens or charge imposed as a result of any alarm which proves to be false.

12. Contractor may cancel this Agreement without previous notice in the event the Central Station, connecting wires or equipment within the Subscriber's premises are destroyed by fire or other casualty or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Subscriber, in the event Subscriber's premises are so damaged or destroyed.

13. Contractor may terminate this Agreement at any time in the event the Contractor is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Central Station and the municipal police department and the Contractor shall not be liable for any damage or subject to any penalty as a result of such termination.

\* 14. It is agreed by and between the parties hereto that the Contractor is not an insurer, that the payments herein before named are based solely on the value of the services provided for herein, that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damages, if any, which may hereunder result from a failure on the part of the Contractor to perform any of its obligations hereunder, that, in case of failure of the Contractor to perform any of its obligations, and as a resulting loss to the Subscriber, the Contractor's liability hereunder shall be limited to six (6) times the monthly service fee or \$500, whichever is greater, as liquidated damages, and not as a penalty and this liability shall be exclusive. If Subscriber wishes Contractor to assume a greater limited liability in lieu of the liquidated damages as herein set forth, Subscriber may obtain from Contractor a higher limitation of liability by paying an additional periodic service fee to Contractor, if Subscriber elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold Contractor as an insurer.

\* 15. In the event any person, not a party to this Agreement, including Subscriber's Insurance Company, shall make any claim or file any lawsuit against the Contractor for any reason whatsoever, including but not limited to the installation, maintenance, operation or non operation of the alarm system, Subscriber agrees to indemnify, defend and hold Contractor harmless from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict product liability, on the part of the Contractor, its agents, servants or employees.

\* 16. Subscriber hereby releases, discharges and agrees to hold Contractor harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or caused by any hazard covered by insurance in or on the premises of Subscriber whether said claim is made by Subscriber, his agents or insurance company or by other parties claiming under or through Subscriber. Subscriber agrees to indemnify Contractor against, defend and hold Contractor harmless from any claims for subrogation which may be brought against Contractor by any insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees.

\* 17. The Contractor assumes no liability for delays in installation of the equipment, or for interruption of service due to strikes, acts of God or any cause beyond the control of the Contractor and will not be required to supply service to the Subscriber while the interruption of service due to any such cause shall continue but will, in such event, give notice of the condition to the Subscriber or his designated representative.

\* 18. Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's premises to Central Station. Subscriber acknowledges that if Contractor utilizes digital communication for the purpose of transmitting alarm signals from Subscriber's premises to the Central Station, that in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the Subscriber's alarm system will not be received by the Central Station during any such interruption in telephone service and the interruption will not be known to the Contractor. Subscriber further acknowledges and agrees that signals transmitted over phone lines, radio, Internet or other technologies are beyond the control of the Contractor and are maintained and serviced by the applicable service provider.

\* 19. Subscriber acknowledges that it is their responsibility to pay for permits, fines or charges for false activation of the alarm, as well as system maintenance unless covered under another agreement.

\* 20. Contractor shall receive eighteen percent (18%) interest per annum on any unpaid balance exceeding thirty (30) days on Contractor's statement. Subscriber shall pay all court costs and reasonable attorney fees incurred for collection of all sums and/or Contractor's personal property due under this Agreement should Subscriber default in payment.

21. In the event of floods, fire, riots, breakage, explosions, or acts of God that result in damage to the Contractor's installed equipment on the Subscriber's premises, the Subscriber shall be liable for the equipment and the cost of re-installation.

\* 22. This Agreement is not binding unless approved by an authorized representative of the Company described above as the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to the Subscriber the amount, if any, paid to the Contractor upon signing the Agreement.

\* 23. Without Contractor's written consent, customer will not assign, pledge, hypothecate or otherwise dispose of this Agreement. Contractor may assign this Agreement in whole or in part without notice to the customer and assignee may reassign this Agreement without notice to customer.

\* 24. The parties agree of venue for the resolution of any disputes arising out of this Agreement shall be exclusively in the Courts of the City and County of Rutland, Vermont.

\* 25. There are no verbal understandings changing or modifying any of the terms of this Agreement.