

INTEGRATED SAFETY SYSTEMS LLC
d/b/a ACCESS SECURITY & FIRE
5210 Covessound Way
Apollo Beach, Florida 33572
833-9-SYSTEM (979-7836)



**STANDARD ALARM/SYSTEMS
AGREEMENT**

Dated: _____
Subscriber's Name: _____ Telephone No.: _____
Property Address: _____ Cell Phone No.: _____
Billing Address: _____ Email: _____

SALE AND INSTALLATION

INTEGRATED SAFETY SYSTEMS LLC (hereinafter referred to as "ISS" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services for included equipment, sale and installation charges.** Passcode to software remains the property of ISS. Software programmed by ISS is the intellectual property of ISS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. ISS' signs and decals remain the property of ISS and must be removed upon termination of this agreement.

Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of ISS.
The Agreed Value of the Communication System is \$1800.00.

Check if Fire Alarm System to Code:
Fire alarm system is to be installed pursuant to filed plans and specifications filed by _____
filed with and approved by Authority Having Jurisdiction [AHJ].

All fire alarm systems required by State Fire Marshal's rules shall be installed, serviced, tested, repaired, inspected and improved in compliance with the provisions of the applicable standards of the National Fire Protection Association [NFPA] or other testing laboratory approved by AHJ. Subscriber shall be provided with Test Certificate in form approved by AHJ when the fire alarm system is installed, serviced, tested, repaired, inspected or improved.

Check if system includes Area of Refuge two way communication system. If this service is included ISS will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, ISS makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not ISS' responsibility to apply for any permits or fees in connection with such equipment. The law requires and ISS recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by ISS are not additional equipment which would require AHJ approval. ISS may in its sole discretion notify AHJ if ISS' services are to be terminated or have terminated or that the fire alarm system is not functioning and ISS is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

CHECK FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: Monthly Quarter Annually Semi-Annually Annually

1. **MONITORING CHARGES:**

Subscriber agrees to pay ISS the sum of \$_____ per month for the monitoring of the ALARM system for the term of this agreement

2. **SERVICE CHARGES: (Select a or b)**

(a) Subscriber agrees to pay ISS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay ISS for all parts and labor at the time of service.

(b) **REPAIR SERVICE PLAN:** Subscriber agrees to pay ISS the sum of \$_____ per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in the Repair Service Plan and will be repaired or replaced at Subscriber's expense payable at time of service.

3. **INSPECTIONS: SYSTEMS TO BE INSPECTED:** Fire Alarm Area of Refuge In-Building Wireless Communication Subscriber agrees to pay ISS the sum of \$_____ per month for the term of this agreement, for inspection service. If this option is selected ISS will make _____ inspection(s) of the alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$225.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. ISS will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which ISS has no responsibility or liability.

() **4. MONITORING CENTER CERTIFICATE:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected ISS will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay ISS for any inspections or required changes at ISS' then prevailing rates.

() **5. RUNNER SERVICE:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected ISS' Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of ISS' ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue ISS 2 sets of all keys necessary for ISS to enter into all locked areas of Subscriber's location. Subscriber agrees to pay ISS for any additional Runs at ISS' then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once ISS is on site.

() **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5. BILLED/INVOICED AS REFERENCED ABOVE.**

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, ISS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of ISS or its Monitoring Center and ISS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of ISS and are not maintained by ISS except ISS may own the radio network and ISS shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish ISS with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List ISS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with ISS' notification obligation. All changes and revisions to the account information shall be supplied to ISS in writing. Subscriber authorizes ISS to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests ISS to reprogram system functions remotely, Subscriber shall pay ISS \$220.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at ISS' customary charges. ISS may, without prior notice, suspend or terminate its services, in ISS' sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms, without relieving Subscriber's obligation to make payments required in paragraphs 1-

5. Upon suspension or termination of services ISS will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. ISS is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay \$325.00 per call.

7. TERM OF AGREEMENT / RENEWALS: The term of this agreement shall be for a period of five years. This agreement shall renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-5 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

8. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof ISS shall be permitted from time to time to increase the monthly charges by an amount not to exceed ten percent each year and Subscriber agrees to pay such increase as invoiced.

9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by ISS shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ISS.

10. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, ISS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. ISS reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. ISS' warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. ISS is not the manufacturer of the equipment and other than ISS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, ISS makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and ISS shall not be liable for consequential damages. ISS does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. ISS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ISS. ISS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by ISS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on ISS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ISS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ISS' breach of this agreement or negligence to any degree under this agreement is to require ISS to repair or replace, at ISS' option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If ISS is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement. In accordance with Florida Law 633.348, all equipment supplied shall be approved by NFPA or other nationally recognized testing laboratory approved by AHJ and installed pursuant to standards approved by said testing laboratory. ISS will furnish subscriber with appropriate documentation required by testing laboratory standards, operating instructions for all equipment together with diagram of final installation.

11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: ISS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ISS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of ISS, ISS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay ISS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of ISS on less than 24 hour notice to ISS. If installation is delayed for more than one year from date hereof through no fault of ISS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. ISS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ISS' sole discretion for the installation and service of the equipment, and ISS shall not be responsible for any condition created thereby as a result of such

installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances, Subscriber shall be responsible to engage a licensed professional independent of ISS to shut off the utility service or equipment. ISS has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by ISS.

12. REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify ISS if any equipment is in need of repair. ISS shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, ISS shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ISS.

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse ISS for any fees or fines relating to permits, code compliance or false alarms. ISS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ISS be required to perform any service or furnish or replace any equipment or material not specifically covered by the terms of this agreement, because of change in existing or hereafter enacted law, change in technology, obsolete or manufacturer's end of life equipment, Subscriber agrees to pay ISS for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by ISS' suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to ISS by ISS' suppliers and vendors in connection with equipment and services to be provided by ISS to Subscriber. ISS will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ISS assigned by ISS to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ISS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with ISS, times twelve, together with ISS' counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which ISS is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons ISS requiring any services or appearances, Subscriber agrees to pay ISS \$250 per hour for such services and appearances. Subscriber shall reimburse ISS for any Monitoring Center charges for excessive signals.

15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless ISS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by ISS' performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ISS or ISS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ISS, which shall not unreasonably be withheld. ISS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

16. EXCULPATORY CLAUSE: ISS is not an insurer and no insurance coverage is offered herein. The fire alarm and ISS' services are designed to detect and reduce certain risks of loss, though ISS does not guarantee that no loss or damage will occur. ISS is not assuming liability, and, therefore, Subscriber agrees ISS, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue ISS, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ISS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases ISS from any claims for contribution, indemnity or subrogation.

17. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and ISS is named as additional insured proof of which shall be provided to ISS and which shall on a primary and non-contributing basis cover any loss or damage ISS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or ISS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. ISS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against ISS and its subcontractors for loss or damages caused by perils intended to be detected by ISS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

18. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR ISS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ISS AS A RESULT OF ISS' BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ISS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT ISS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ISS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH ISS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, ISS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

19. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by ISS, the payments to be made by the Subscriber for the term of this agreement form an integral part of ISS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ISS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ISS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES. Upon suspension or termination of services ISS will notify Subscriber of such termination. ISS is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event ISS retained ownership of the Communication System and Subscriber breaches this agreement, or this agreement expires for any reason, ISS may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. ISS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. In order to secure all indebtedness or liability of Subscriber to ISS, Subscriber hereby grants ISS a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and ISS may execute and file

UCC-1 statement. SUBSCRIBER MAY BRING CLAIMS AGAINST ISS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By agreeing to this arbitration provision the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against ISS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

20. ISS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that ISS is authorized and permitted to subcontract any services to be provided by ISS to third parties who may be independent of ISS, and that ISS shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints ISS to act as Subscriber's agent with respect to such third parties, except that ISS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ISS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of ISS.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: Subscriber shall notify ISS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event ISS discovers the presence of suspected asbestos or other hazardous material ISS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate ISS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If ISS, in its sole discretion, determines that continuing the work poses a risk to ISS or its employees or agents, ISS may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate ISS for all services rendered and material provided to date of termination. ISS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall ISS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. ISS shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

22. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

INTEGRATED SAFETY SYSTEMS LLC:

SUBSCRIBER:

By: _____

Subscriber: Signature by Authorized Officer

Print Name

Tax ID or EIN

Address

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name must be printed below)

Social Security Number

Residence Address