

Bill To: Bernards Township Board of Education

101 Peachtree Road
Basking Ridge, NJ 07920
Phone: (908) 204-2600
Fax: (908) 766-7641

IF ORDER CANNOT BE FILLED AT ONCE PLEASE ADVISEV
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D
O
R

ADT Commercial, Protect 1
PO Box 219044
Kansas City, MO 64121

Requisition: R47200131

Account Number	Amount	Account Number	Amount
11-000-261-420-010-006	\$800.00		

Purchase Order

This Purchase Order Number must
appear on all invoices, packages and
correspondence

**P202300939**

Date	9/14/2022
Vendor Code	19740
School Year	2022 - 2023

Ship Prepaid To

Aramark Facilities
268 So. Finley Ave
Basking Ridge NJ 07920
PH: 908-204-2585 x290

ATTN: David Cooney

Quantity	Item Description	Unit Price	Total Cost
1	wo 76320 fire alarm in trouble, horn strobe booster fault.(each)	\$800.00	\$800.00
			<u>\$800.00</u>

ACKNOWLEDGEMENT OF RECEIPT**X**

[Signature]
SIGNATURE

Gm
TITLE

11/9/22
DATE

NOT VALID UNLESS SIGNED BY
BUSINESS ADMINISTRATOR/BOARD SECRETARY

[Signature]
BUSINESS ADMINISTRATOR / BOARD SECRETARY

VENDOR ACCEPTANCE CERTIFIES COMPLIANCE WITH
FEDERAL AND STATE REGULATIONS REGARDING EQUAL
EMPLOYMENT OPPORTUNITY WITHOUT REGARD TO
RACE, CREED, COLOR, NATIONAL ORIGIN, AGE OR SEX



Invoice 147894016

ADT.com/Commercial

Account Number	Invoice Date	Payment Due Date	PO Number	Amount Due
949046684	11/3/2022	12/3/2022	P202300939	\$997.32

Description	Qty	Unit Price	Amount
MOUNT PROSPECT SCHOOL, 111 HANSOM AVENUE BASKING RIDGE, NJ 07920 Job # 501206623			
Labor Charge	1	800.00	\$800.00
FAS1075 12 VOLT 7 AMP HOUR BAT	4	49.33	\$197.32
Sub Total			\$997.32

Save a stamp!

Pay online

or call 1-800-606-3535

Questions?

Call Toll-Free:

1-855-238-2666

Hearing Impaired:

1-800-395-6137

Email:

comcare@adt.com

www.adt.com/commercial

JJ: Pay \$800

Thank you for choosing ADT Commercial

Please detach this portion and send with your payment.



PO Box 49292 · Wichita, KS 67201

Invoice Number 147894016
Account Number 949046684
Invoice Date 11/3/2022
Payment Due Date 11/28/2022
Amount Due \$997.32

Amount Enclosed: \$

☐ Please check box if your billing address has changed, and indicate changes on back.

Powered by Experience. Driven by Excellence.™

BERNARDS TOWNSHIP BOARD OF ED
101 PEACHTREE ROAD
ATTN ACCOUNTS PAYABLE
BASKING RIDGE NJ 07920



ADT COMMERCIAL
PO BOX 382109
PITTSBURGH PA 15251-8109



Service Work Order

Job # 501206623

Customer BERNARDS TOWNSHIP BOARD OF E
Site MOUNT PROSPECT SCHOOL
CS#
Address 111 HANSOM AVENUE

Customer# 1898093368
Site# 1898044732

BASKING RIDGE, NJ 07920

Site Phone
Requested By
Service Plan D635F-T&M D635 - Fire/Gen Bank

Phone

System Type SUN2-FIRE_SYSTEM
Panel Location
Job Request -
Commitment 10/17/2022 13:30-13:30

SALESAGREEMENTID:891470882, SYSTEMDESIGNID:891175185 FIRE ALARM: AD HOC -

Comments

Oct 13 2022

Job integration is completed-Troubleshoot booster trouble. Customer sent pic showing output 4 on SK booster trouble. Tech to trouble shoot issue and repair if possible on initial visit. If tech finds more troubleshooting or parts are needed then a follow

Oct 14 2022

{1 of 3} System operational and in trouble due to 2 supervisory for booster panel above ceiling custodian room 120, 2nd floor storage room by 238/237. Account placed offline via Affiliated monitoring. Troubleshoot FACP and locations listed, found in

Oct 14 2022

{2 of 3} custodian room batteries replacement, 2nd floor booster bad board Silent Knight: SK-PS6 batteries was replaced 8/2022. Fix: provide and replace existing batteries with new batteries. ADT will order and return to replace existing bad booster

Oct 14 2022

{3 of 3} panel on 2nd floor. Job incomplete

Oct 14 2022

Parts used 4x 12v 7ah batteries

Oct 17 2022 (last edited Feb 15 2023)

{1 of 2} System operational, account placed offline via Affiliated monitoring. Panel has 2 supervisory troubles for the same previous issues. Troubleshoot FACP and both booster panels found NAC circuit #4 on the 1st floor booster is the trigger input for

Oct 17 2022 (last edited Feb 15 2023)

{2 of 2} 2nd floor booster. 2nd floor booster is bad requiring replacement and 2 new batteries. Fix EOL termination to wiring circuit from 1st floor booster clearing one of two supervisory troubles. 2nd floor booster parts on order.

Oct 17 2022 (last edited Feb 15 2023)

Bypass supervisory mounting module on the 2nd floor to restore FACP to normal for now.

Oct 31 2022 (last edited Feb 15 2023)

{1 of 3} Arrived onsite 12:15pm, 12:21pm account placed offline via Affiliated monitoring. FACP normal and operational, booster replacement part in hand. Access existing bad booster panel on 2nd floor storage closet, removed existing circuit board,

Oct 31 2022 (last edited Feb 15 2023)

{2 of 3} installed new booster panel circuit board and replace drain batteries with new 12v7ah batteries. Restoring FACP to normal, verified booster audible output okay. Account placed online via Affiliated monitoring. Upon departure FACP normal and

Oct 31 2022 (last edited Feb 15 2023)

{3 of 3} operational at this present time. Job completed.

Customer Signature 1 10/17/2022 1:22 PM CT

A handwritten signature in black ink, appearing to be 'N/A', written on a white background.

Customer Signature 2 10/31/2022 12:58 PM CT

A handwritten signature in black ink, appearing to be 'N/A', written on a white background.

From: [David Cooney](#)
To: [John Kitsopoulos](#)
Cc: [Jessie Jiang](#); [Sharon Good](#)
Subject: Re: FW: FW: ADT PO P202300939 - MPS Fire Alarm WO 76320
Date: Wednesday, April 26, 2023 8:20:53 AM
Attachments: [image002.png](#)

No, we did not.

David Cooney | Aramark | General Manager | Facilities Services

268 South Finley Avenue

Basking Ridge, NJ 07920

M 908-356-3468

EMAIL cooney-david@aramark.com | **WEB** www.aramark.com | **FACEBOOK** [aramark](#) | **TWITTER** [@aramark](#)

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PLEASE PRINT RESPONSIBLY

On Tue, Apr 25, 2023 at 3:38 PM John Kitsopoulos <jkitsopoulos@bernardsboe.com> wrote:

Hi David,

They added the following to the \$800 original quote charge:

Description	Qty	Unit Price	Amount
FAS1075 12 VOLT 7 AMP HOUR BAT	4	49.33	\$197.32

Do you know about this purchase?

Regards,

John Kitsopoulos

Accounts Payable Specialist

Bernards Township Board of Education

101 Peachtree Road

Basking Ridge, NJ 07920

From: David Cooney <dcooney@bernardsboe.com>

Sent: Thursday, April 20, 2023 12:06 PM

To: Sharon Good <sgood@bernardsboe.com>

Cc: John Kitsopoulos <jkitsopoulos@bernardsboe.com>

Subject: Re: FW: ADT PO P202300939 - MPS Fire Alarm WO 76320

They never said it would be more. We were quoted 800 for the repair.

David Cooney | Aramark | General Manager | Facilities Services

268 South Finley Avenue

Basking Ridge, NJ 07920

M 908-356-3468

EMAIL cooney-david@aramark.com | **WEB** www.aramark.com | **FACEBOOK** [aramark](https://www.facebook.com/aramark) | **TWITTER** [@aramark](https://twitter.com/aramark)

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PLEASE PRINT RESPONSIBLY

On Thu, Apr 20, 2023 at 10:49 AM Sharon Good <sgood@bernardsboe.com> wrote:

Hi Dave,

Does this sound accurate? The PO was for \$800 and ADT charged over that amount by \$197.32?

Another PO will have to be entered unless they never disclosed that it would be more.

Thank you!

Sharon

From: John Kitsopoulos <jkitsopoulos@bernardsboe.com>
Sent: Monday, April 17, 2023 2:48 PM
To: Sharon Good <sgood@bernardsboe.com>
Subject: ADT PO P202300939

Hi Sharon,

The invoice amount (\$997.32) is \$197.32 over the PO amount(\$800). An additional PO for \$197.32 has to be created.

Regards,

John Kitsopoulos
Accounts Payable Specialist
Bernards Township Board of Education
101 Peachtree Road
Basking Ridge, NJ 07920

From: Leblanc, Dora <DoraLeblanc@adt.com>
Sent: Monday, April 17, 2023 12:41 PM
To: John Kitsopoulos <jkitsopoulos@bernardsboe.com>
Subject: RE: Invoice request for our PO P202300939

Hi John,

See attached. Please advise when ADT can anticipate receiving payment for the two open

invoices attached?

Thank you.

Dora LeBlanc

Accounting - A/R Specialist

6 Skyline Dr., Hawthorne, NY 10532

O: [914.418.9455](tel:914.418.9455) E: doraleblanc@adt.com

www.adt.com/commercial



Payment/Remit To Address:

ADT Commercial – Cash Receipts

PO Box 382109

Pittsburgh, PA 15251-8109

Also we accept

AMEX, VISA, MASTERCARD and DISCOVER

From: John Kitsopoulos <jkitsopoulos@bernardsboe.com>

Sent: Monday, April 17, 2023 12:10 PM

To: Leblanc, Dora <DoraLeblanc@adt.com>

Subject: FW: Invoice request for our PO P202300939

Hi Dora,

Please forward me the invoice that goes with the attached work order and PO.

Regards,

John Kitsopoulos

Accounts Payable Specialist

Bernards Township Board of Education

101 Peachtree Road

Basking Ridge, NJ 07920

From: John Kitsopoulos <jkitsopoulos@bernardsboe.com>

Sent: Tuesday, April 4, 2023 11:57 AM

To: 'comcare@adt.com' <comcare@adt.com>

Subject: Invoice request for our PO P202300939

Hello,

Please forward me the invoice that goes with the attached estimate.

Regards,

John Kitsopoulos

Accounts Payable Specialist

Bernards Township Board of Education

101 Peachtree Road

Basking Ridge, NJ 07920

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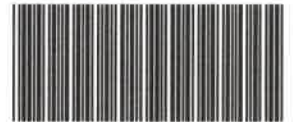
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QUOTED WORK ORDER



* 8 9 1 4 7 0 8 8 2 *

Branch:	6444	Sales Representative:	John Martinez	Today's Date:	9/13/2022
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Customer Information

Business Name:	BERNARDS TOWNSHIP BOARD OF ED	Phone:	(908)204-2600
Address:	101 PEACHTREE ROAD ATTN ACCOUNTS PAYABLE BASKING RIDGE, NJ 07920	Billing Address:	101 PEACHTREE ROAD ATTN ACCOUNTS PAYABLE BASKING RIDGE, NJ 07920

Investment Summary

Total Equipment and Installation Charge: \$800.00

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$800.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Site Location Information

Location Name:	MOUNT PROSPECT SCHOOL		
Address:	111 HANSOM AVENUE BASKING RIDGE, NJ 07920		
Site #:	949022366	Phone:	

System Design Information

System Design Name:	Bernards BOE MPES Booster tshoot	Job #:	
Equipment Ownership:	Customer Owned		

Equipment List

Summary of Charges

Equipment & Installation Total	\$800.00
Estimated Taxes	\$0.00
Monthly Fee	\$0.00

Scope Of Work

Troubleshoot booster trouble. Customer sent pic showing output 4 on SK booster trouble. Tech to trouble shoot issue and repair if possible on initial visit. If tech finds more troubleshooting or parts are needed then a follow up quote will be required to be approved.

4 hours labor @ \$200/HR

No parts on this quote. (TBD by tech for follow up if needed)

Customer email request below:

Hi John, can I get a quote to repair the fire alarm at Mt Prospect. It says horn strobe booster fault for custodial closet by rm 120.

David Cooney| Aramark |General Manager | Facilities Services
268 South Finley Avenue
Basking Ridge, NJ 07920
M 908-356-3468
EMAIL cooney-david@aramark.com | WEB www.aramark.com | FACEBOOK aramark | TWITTER @aramark

Inclusions/Exclusions

OUR COST TO YOU INCLUDES THE FOLLOWING:

****labor****If any additional unexpected labor or parts are needed then additional quote must be approved to continue******

OUR COST TO YOU EXCLUDES THE FOLLOWING:

Permit Filing and fees,.
Any existing troubles that are not part of this quote.
Any additional required costs from other trades like (elevator, sprinkler, HVAC etc.)
Painting and patching if required.
Signed sealed drawings if required.
Lifts or scaffolding that may be required

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

- | | |
|--|--|
| ☒ Appendix 1: Warranty | ☐ Appendix 7: Monitoring Agreement |
| ☒ Appendix 2: General Terms and Conditions | ☐ Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| ☐ Appendix 3: NASPO Terms and Conditions | ☐ Appendix 9: Avigilon Terms and Conditions |
| ☐ Appendix 4: ATM Install Terms and Conditions | ☐ Appendix 10: Special Provisions |
| ☐ Appendix 5: ATM Software Support Agreement | ☐ Appendix 11: Rekor Products Terms and Conditions |
| ☐ Appendix 6: Recurring Services Terms and Conditions | ☐ Appendix 12: LiveView Technologies (LVT) Terms and Conditions |

Master Agreement

☒ Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

☐ Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 1 Year.

Installations. ADT warrants installation of equipment for a period of 1 Year beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and installation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

Electronic Article Surveillance (EAS) and Security Gates.

a. Customer acknowledges that installation and services of EAS or security gate equipment may require cutting, fastening or bolting to their premise floor, walls and/or ceilings. ADT does not warrant and disclaims responsibility for repair of floor, floor coverings, walls, wall coverings, ceilings, ceiling patching, painting, matching of finishes, restoration or replacement, or for related expenses.

b. ADT will reimburse Customer expenses for floor excavation, cutting, and refinishing for repairs to system required during the warranty period, but not for floor covering, carpet or tile restoration or replacement.

c. For service required after the warranty period, Customer assumes all cost of repair, including but not limited to, floor excavation and refinishing, regardless of the reasons for such repair.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:

- a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects;
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station; and/or
- g. Normal wear and tear.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

- 4. Sales Taxes.** Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.
- 5. Bonds.** If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.
- 6. Insurance.** Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.
- 7. Schedule Dates.** ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (8:00 am to 5:00 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.
- 8. Installation / Site Conditions.** For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.
- 9. Ownership of Equipment.** Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. Until the equipment becomes the property of Customer, we retain ownership of the equipment we install at your premises. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.
- 10. Changes to Services.** Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.
- 11. Price Increase.** Customer agrees that the availability and price of certain materials and commodities (for purposes of this Section "Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. ADT's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the cost to ADT as of the date of this Agreement, ADT may supply a Change Order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the Change Order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER ISSUANCE BY ADT, ADT WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.
- 12. Duration of Agreement/Termination.** The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party. In addition to any other obligations of Customer set forth herein, for termination of the Agreement prior to the end of the term, the Customer agrees to pay ADT: (i) any outstanding fees and charges for Services rendered prior to termination; (ii) the costs for any materials, goods and equipment purchased or allocated by ADT for Customer; and (iii) any other costs incurred by ADT for Customer including but not limited to labor costs, mobilization costs, permits and fees. The foregoing shall not limit any other rights and remedies available to ADT pursuant to this Agreement or applicable law.
- 13. Disclaimer of Legal Advice.** In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the

practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

14. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

15. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

16. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

17. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

18. Limitation of Liability. Notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, defects, errors, delays and/or interruptions relative to the Services, goods and/or materials provided by ADT exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

19. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

20. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

21. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

22. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

23. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

24. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

25. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

26. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, strikes, labor disputes or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all

demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

27. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 8:00 am and 5:00 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

28. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

29. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

30. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

31. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

32. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

33. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

34. 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 and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT 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.

35. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT'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 Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

36. Third-Party Product. ADT is a reseller of third-party products, equipment, software, and services ("Product"). Third parties ("TP") may require separate end user license agreements to be entered into between Customer and the TP, or stipulate as a condition of Product sale to Customer in their agreement with ADT or its published Product documentation, limitations as to warranty, use, liability, data security standards, performance metrics, continuity, compliance with law, etc. (all "EULA"). Customer is solely responsible for abiding by the terms of the EULA and shall indemnify, defend and hold ADT harmless from any of Customer's failures to abide by the EULA. Customer acknowledges EULA may restrict and obviate TP liability for data breach, performance, defect, and other claims. Customer agrees, regardless of any language to the contrary in the contract between Customer and ADT, that Customer shall to the same extent as for TP under the EULA indemnify, defend and hold ADT harmless from any claims arising from or relating to the Product. Except as expressly set forth herein, ADT makes no representation or warranty, and disclaims any representation and warranty, regarding any Product. Without limiting the foregoing, Customer agrees to

indemnify, defend and hold harmless ADT from any claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) arising from or relating to any alleged or actual compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data arising from or relating to the Product.

37. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

38. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Zero (0) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by ADT's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.
- I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by ADT.
- I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").

Agreed and accepted as of the date set forth above. All checked items and options, and the attachments represented by such checked items and options are a part of this Proposal which, once fully executed, shall also be referred to herein as the "Agreement."

Customer Authorized Representative	Printed Name	Title	Date
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ADT Representative	Printed Name	Title	Date
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ADT Authorized Manager	Printed Name	Title	Date
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