



# LOUD SECURITY SYSTEMS

## STANDARD COMMERCIAL MONITORING, SERVICES AND SALE AGREEMENT



This agreement is entered into on

By and between LOUD Security System Inc. (Herein referred to as "Contractor") and

MONITORED NAME (hereinafter referred to as "Subscriber") <b>City of Powder Springs Police Department</b>	EMAIL <b>ballen@powderspringsga.gov</b>	PHONE # <b>678-457-3695</b>
MONITORED ADDRESS - CITY - ST - ZIPCODE <b>1114 Richard D Sailors Parkway, Powder Springs, GA 30127</b>	COUNTY	

**1. LOUD SECURITY SYSTEMS** (hereinafter referred to as "LSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy and pay for an electronic system, systems, or other equipment, consisting of the equipment and services described below and in the **attached Schedule of Equipment, Estimate and/or Services forms**.

2. SYSTEM TYPE	Quote #	PRICE
Security System		\$0.00
Fire System		\$380.00
Access Control System		\$0.00
Camera System		\$0.00
Intercom System		\$0.00
Other		\$0.00
		<b>\$380.00</b>

**TOTAL PURCHASE PRICE** **\$380.00**  
(sales tax not included)

**3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF LSS:** Subscriber understands that software created or programmed by LSS is the intellectual property of LSS 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. The Equipment shall remain Subscriber's personal property and shall not be considered 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 LSS. LSS' signs and decals remain the property of LSS and must be removed upon termination of this agreement if requested by LSS.

**4. DESCRIPTION OF SERVICES AND ASSOCIATED MONTHLY CHARGES:** Subscriber agrees to pay LSS, on a monthly basis, for the services listed below for the term of this agreement. All charges are billed in advance and are plus tax, if applicable.

(a) MONITORING CENTER SERVICES	Description	Monthly Charges
Security Basic Monitoring		\$0.00
Security Cell Monitoring		\$0.00
Security Remote App		\$0.00
Fire System Monitoring		\$29.95
Fire Cell Monitoring		\$20.00
Access Door Control		\$0.00
Access Control Remote App		\$0.00
Remote Video App		\$0.00
<input checked="" type="checkbox"/> Video Health Monitoring	Provides assurance that camera system is functioning	\$0.00
Video Verification Monitoring		\$0.00
Proactive Video Monitoring		\$0.00
		<b>\$49.95</b>

**(b) REPAIR/WARRANTY PLAN - please deselect check box to remove warranty**

Subscriber agrees to pay LSS, on a monthly basis, for service of the systems as listed below for the term of this agreement.

<input checked="" type="checkbox"/> Commercial Repair Plan - Security		\$0.00
<input checked="" type="checkbox"/> Commercial Repair Plan - Fire		\$0.00
<input checked="" type="checkbox"/> Commercial Repair Plan - Access Control		\$0.00
<input checked="" type="checkbox"/> Commercial Repair Plan - Video/Cameras		\$0.00
		\$0.00

**(c) INSPECTIONS - Subscriber agrees to pay LSS, on a monthly basis, for the inspection services listed below for the term of this agreement. (See additional below)**

	\$0.00
	<b>\$0.00</b>

**MONTHLY SERVICES TOTAL** **\$49.95**

**4 (c) continued - INSPECTION AND TESTING** If this option is selected, LSS will make included inspections in intervals as originally estimated and attached. Additional required inspection intervals will be invoiced to Subscriber Separately. Unless otherwise noted in the Schedule of Equipment and Services, inspection service includes testing of all ground-accessible components to ensure proper working order, and visual inspection of components not ground accessible. If lifts or other equipment are needed to access components, the additional cost for such equipment will be invoiced separately to subscriber. If the system is UL Certified by LSS, the inspection will comply with UL requirements. LSS will notify Subscriber at least 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that 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 LSS has no control, responsibility or liability.

**(d) VIDEO ALARM SIGNAL VERIFICATION:** If Subscriber selects Alarm Verification as a service to be provided, or if Alarm Signal Verification is required by law, LSS or its designated Monitoring Center shall verify the alarm signal by electronic communication, video verification or such other verification system deemed appropriate by LSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

**(e) REMOTE SUBSCRIBER ACCESS CONTROL:** Subscriber understands that the price and services are for this system only and that these prices may change if additional doors and/or cameras are added to this system.

**(f) ACCESS CONTROL REMOTE APP & ADMINISTRATION:** Subscriber understands that the price and services are for this system only and that these prices may change if additional doors are added to this system. Remote App requires active internet service. Additional cost for additional doors will automatically be added when new doors are added to the system.

**5. TERM & RENEWAL:** The term of this agreement shall be for an initial term of **36** months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof LSS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. LSS may invoice Subscriber in advance monthly, quarterly, or annually at LSS' option.

**6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, LSS or its designee Monitoring Center shall make a reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received and as allowed by law. Not all signals or transmissions will require notification to the authorities. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of LSS or LSS' designee Monitoring Center and LSS 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 and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of LSS and are not maintained by LSS except LSS may own the radio network, and LSS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish LSS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals and to update the subscribers written call list promptly should it change. Unless otherwise provided in the Call List, LSS 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 LSS' notification obligation. All changes and revisions shall be supplied to LSS in writing. Subscriber authorizes LSS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests LSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay LSS a reactivation fee for each such service. LSS may, without prior notice, suspend or terminate its services, in LSS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by LSS.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b), includes parts and labor, except for an applicable trip charge per trip to customer's address. LSS shall service, upon Subscriber's request, the system installed and covered under the service plan in Subscriber's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and holidays observed by LSS. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, acts of God, or caused by any means other than normal usage, wear and tear, shall be excluded from this Repair Service plan, and shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, all acts of God, software upgrades and repairs, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. Repair Service shall only cover parts and systems that are in proper working order before repair services are added. A 90-day waiting period applies before repair coverage begins on all repair and service plans. No apparatus or device shall be attached to or connected with the security system as originally installed without LSS' written consent. If Subscriber does not choose a repair or service plan as available in section 4B, Subscriber agrees that all service requested or performed shall be billed to subscriber at LSS current hourly service rates plus retail cost of all parts and subscriber agrees to pay for all such service.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by LSS, the equipment will transmit data via Subscriber's high-speed Internet, cellular or radio communication service from remote device supplied by LSS or Subscriber's Internet or wireless connection device which is compatible with LSS' remote services. LSS or its designee will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which LSS has no control. The remote services server is provided either by LSS or a third party. LSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. LSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NSIT) or any other established criteria for encryption and LSS shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES, POWER:** Subscriber is responsible for supplying electric power and high-speed Internet access and/or wireless services at Subscriber's premises. LSS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, LSS will authorize Subscriber access. LSS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and LSS shall have no liability for such third party unauthorized access. LSS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. LSS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL APP & ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a controller or a computer supplied or internet network provided by Subscriber and connected to Subscriber's computer network. LSS shall have no liability for data corruption or inability to retrieve data even if caused by LSS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by LSS and LSS has no responsibility for such access or IP address service. LSS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided LSS will maintain the data base for the operation of the Access Control System. If Access Control Remote App is selected, LSS shall make the appropriate mobile app available to Subscriber for access and administration of Subscribers System. Subscriber will advise LSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to LSS regarding personnel access must be in writing via email addresses designated by LSS. LSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

**11. CAMERA AUDIO VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Camera System is selected as a system or service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. LSS shall be permitted to access and make changes to the system's operation on site and over the internet. LSS shall have no liability for data corruption or inability to retrieve data even if caused by LSS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by LSS and LSS has no responsibility for such access or IP address service. If system has remote access LSS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. LSS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, or if Audio or Video recorders are made, Subscriber has been advised to independently ascertain that the audio or

video devices are used lawfully. LSS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**12. VIDEO HEALTH MONITORING:** If Video Health Monitoring services are selected, LSS shall provide automated video health monitoring services to Subscribers video system. Video health monitoring is an automated service using AI and designed to notify Subscriber of problems, deficiencies or possible deficiencies with Subscribers camera system, and a proactive means detecting needed service and repair. Video health monitoring is not actively managed or monitored by LSS. Contractor's sole obligation is to provide Subscriber with automated health notifications. Video health monitoring services are only provided on video systems installed or covered explicitly under this agreement and are not extended to existing systems or systems added by contractor or others after this installation which are not contained herein. Subscriber agrees to allow LSS to use Subscribers internet service and IT provider if necessary. Additional cost for additional cameras will automatically be added when new cameras are added to the system.

#### LIMITED WARRANTY ON SALE

**13. In the event that any part of the security equipment becomes defective, LSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation.** LSS reserves the option to either replace or repair the alarm 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. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. LSS is not the manufacturer of the equipment and other than LSS' 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, LSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and LSS shall not be liable for consequential damages.** LSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **LSS 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 LSS. Subscriber acknowledges that any affirmation of fact or promise made by LSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on LSS' 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 LSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for LSS' breach of this agreement or negligence to any degree under this agreement is to require LSS to repair or replace, at LSS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, LSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

#### GENERAL PROVISIONS

**14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** LSS 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 LSS' 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 LSS, LSS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay LSS 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 LSS on less than 24 hour notice to LSS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of LSS, 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. Should LSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay LSS for such service or material.

**15. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the equipment and to notify LSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. LSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, LSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability, but not as a guarantee, within 5 business days, exclusive of Saturday, Sunday and holidays in which LSS is closed, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to pay LSS for such service and testing if not covered under the extended services plan above. Subscriber agrees to test and inspect the security equipment and to advise LSS promptly of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and LSS fails to repair the security equipment within 7 business days after notice is given, excluding Saturdays, Sundays, and holidays in which LSS is closed, Subscriber agrees to send notice that the security equipment is in need of repair to LSS, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by LSS, evidencing that warranty service was requested by Subscriber. Subscriber agrees to properly test all batteries for proper operation and voltage.

**16. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without LSS' written consent.

**17. ALTERATION OF PREMISES FOR INSTALLATION:** LSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in LSS' sole discretion for the installation and service of the security system, and LSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by LSS and agrees that LSS has informed subscriber of all needs.

**19. LIEN LAW:** LSS or any subcontractor engaged by LSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless LSS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by LSS' performance, negligence 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 LSS or LSS' 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 LSS, which shall not unreasonably be withheld. LSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**21. EXCULPATORY CLAUSE:** LSS and Subscriber agree that LSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and LSS' services are designed to detect and reduce certain risks of loss, though LSS does not guarantee that no loss or damage will occur. LSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by LSS' 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 intentional willful misconduct.

**22. 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 LSS is named as additional insured and which shall cover any loss or damage LSS' 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, system or LSS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss.

LSS 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 LSS and its subcontractors for loss or damages caused by perils intended to be detected by LSS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**23. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF LSS AS A RESULT OF LSS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF LSS' 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 LSS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$500.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES, BUT NOT FOR EQUIPMENT PAYMENTS, BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE LSS' 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 LSS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXONERATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by LSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of LSS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix LSS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to LSS, Subscriber shall be immediately liable for any and all unpaid installation, any and all unpaid permit fees and late fees, and invoiced charges PLUS 80% of the balance of all payments and all late fees for all services the entire term of this agreement as LIQUIDATED DAMAGES and LSS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE:**

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by LSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST LSS 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, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision you are waiving your right to a trial before a judge or jury, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. 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 in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Georgia, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where LSS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against LSS 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.

**25. LSS' RIGHT TO SUBCONTRACT SERVICES:** Subscriber agrees that LSS is authorized and permitted to subcontract any services to be provided by LSS to third parties who may be independent of LSS, and that LSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints LSS to act as Subscriber's agent with respect to such third parties, except that LSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to LSS' 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 LSS.

**26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify LSS 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 LSS discovers the presence of suspected asbestos or other hazardous material, LSS 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 LSS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If LSS, in its sole discretion, determines that continuing the work poses a risk to LSS or its employees or agents, LSS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate LSS for all services rendered and material provided to date of termination. LSS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall LSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**27. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of LSS assigned by LSS to perform any service for or on behalf of Subscriber for a period of two years after LSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, LSS 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 LSS, times twelve, together with LSS' counsel and expert witness fees.

**28. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse LSS for any costs, fees or fines relating to permits or false alarms. LSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons LSS requiring any services or appearances, Subscriber agrees to pay LSS \$150 per hour, per employee for such services and appearances. Subscriber shall reimburse LSS for any Monitoring Center charges for excessive, run-a-way, excessive data fees or false alarm signals.

**29. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants LSS a security interest in the security equipment installed by LSS and LSS is authorized to file a financing statement.

**30. CREDIT INVESTIGATION:** Subscriber agrees that LSS may perform a credit inquiry before installation and Subscriber and any guarantor authorize LSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**31. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Protection, Estimate and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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.**

**Sent By:** Matthew Eyrich

**Sent Date:** Nov 05, 2025

**SUBSCRIBER:**

**AUTHORIZED AGENT SIGNATURE**

**TITLE**

Approved By

Date

**PRINT NAME**

**TAX ID #**

**DATE**

Is Home Office address different from the monitored address?  Yes  ONo

**BUSINESS TYPE:**  Sole  Partnership  C-Corp  S-Corp  LLC  DBA

**The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein (Required if any credit is issued or extended payment terms apply)**

**SUBSCRIBER SIGNATURE**  
PGREQ?

**STREET ADDRESS, CITY, ST, ZIP**

**PRINT NAME**

**SSN#**