

Commercial Security System and Services Agreement

Alarm Company ("Alarm Co"):

Customer #: 249967



Main Office



Colorado Branch, DBA

ALARM DETECTION SYSTEMS, INC.

SAFE SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505

421 S. Pierce Ave., Louisville, CO 80027

630.844.6300 adsalarm.com

303.444.1191 safe-systems.com

Subscriber ("Sub"):

City of Aurora Public Works Facility

2185 Liberty St

Aurora, IL 60502

Alarm Co agrees to furnish Sub with installation and services as described or checked. Sub agrees to accept all Alarm Co equipment and services pursuant to the terms and conditions of this Agreement and at Alarm Co's established rates. Wireless transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall ☐ remain with Alarm Co, or ☒ transfer to Sub upon full payment of the purchase price.

Services

MONITORING:	SYSTEM TYPE:	<input type="checkbox"/> BURGLAR ALARM	<input checked="" type="checkbox"/> FIRE ALARM	<input checked="" type="checkbox"/> OTHER: ELEVATOR
	MONITORING STATION ("CS"):	<input checked="" type="checkbox"/> ALARM Co UL/FM CS	<input type="checkbox"/> OTHER CS:	
	COMMUNICATION CHANNEL:	<input type="checkbox"/> DIGITAL	<input type="checkbox"/> INTERNET	<input checked="" type="checkbox"/> RADIO <input checked="" type="checkbox"/> CELLULAR <input type="checkbox"/> OTHER:
	ENHANCEMENTS:	<input type="checkbox"/> SUPERVISED OPENING/CLOSING	<input type="checkbox"/> OPENING/CLOSING, LOG ONLY	
		<input type="checkbox"/> EMAILED REPORTS	<input type="checkbox"/> ELECTRONIC SIGNAL NOTIFICATION (E.G., TEXT OR EMAIL)	
REPAIR	FULL PARTS & LABOR REPAIR:	<input type="checkbox"/> BURGLAR	<input type="checkbox"/> FIRE	<input type="checkbox"/> CCTV
		<input type="checkbox"/> ACCESS CONTROL	<input checked="" type="checkbox"/> OTHER: RADIO/CELLULAR	
SERVICE:	BILLABLE T & M ON REQUEST:	<input type="checkbox"/> BURGLAR	<input checked="" type="checkbox"/> FIRE	<input type="checkbox"/> CCTV
		<input type="checkbox"/> ACCESS CONTROL	<input type="checkbox"/> OTHER:	
TESTING:	"A=ANNUAL S=SEMI-ANNUAL Q=QUARTERLY M=MONTHLY"			
	FIRE ALARM <u>A</u>	BURGLAR ALARM _____	SPRINKLER SYS. _____	FIRE EXTINGUISHERS _____
	BACKFLOW(S) _____	ENGINEERED SYS. _____	EMERGENCY LIGHTING _____	KITCHEN SYS. _____
OTHER:	<input type="checkbox"/> RUNNER SERVICE	<input type="checkbox"/> ALARM APP.	<input type="checkbox"/> INSTALL ONLY	<input type="checkbox"/> TAKEOVER

Sub shall pay Alarm Co the sum of **\$ 0.00**, of which ~~1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of \$ 230.00 per month, payable quarterly in advance. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.~~

12%

System Description

QTY DESCRIPTION

- 1 INSPECTIONS
- 5 Inspection - Panel (FACP-NAC-AOR)
- 1 Inspection - Setup + First Building
- 1 Inspection - Horn(s)/Strobe(s)
- 1 Inspection - Remote Annunciator
- 10 Inspection - Tamper Switch(s)
- 6 Inspection - Waterflow Switch
- 1 Inspection - Elevator Phone(s)
- 1 Inspection - Elevator Recall
- 4 Inspection - Duct Detector w/RTS
- 1 Inspection - Pull Station(s)
- 2 Inspection - Heat Detector(s)
- 7 Inspection - Smoke Detector(s)

We Provide

- ADS will provide annual testing of the fire alarm system
- ADS will provide monitoring of the fire alarm system via ADS installed AES radio communicator
- ADS will provide monitoring of the elevator phone via ADS installed cellular communicator

Customer Provides

- Customer will provide access for installation during normal business hours.
 - Customer to provide access to all areas required for inspection.
- Any significant delay in access may result in additional labor charges.

Additional

- Initial inspection will be billed at the time the inspection is due. Subsequent inspections will be billed on the first day of the month in which they are due. in the amount of \$1404.00. Future annual inspections will be billed at time of inspection. \$117.00 per month of the above \$230.00 per monthly is for the annual testing (\$117.00 X 12 months = \$1,404.00)

ADDITIONAL TERMS AND CONDITIONS

1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.
2. Sub will provide access to premises to Alarm Co for installation or service of System. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of the System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. When Alarm Co initiates services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, duress, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.
4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, Internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the authority having jurisdiction (AHJ). The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make attempts to communicate with Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other AHJ. CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.
6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Alarm Co is not providing a guard or policing function (armed or unarmed) and has no duty to attempt to apprehend unauthorized people. Alarm Co is not a law enforcement agency. Alarm Co does not insure or guarantee the personal safety of any person or the security of any property.
7. Sub hereby agrees that Alarm Co shall have the right to amend the terms and conditions of this Agreement, including but not limited to service charges, at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to accept the amended terms and conditions and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 1111 Church Road, Aurora, IL 60505" or by email to CustomerService@adsalarm.com, at least thirty (30) days prior to the effective date of such modification, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of the amendment will constitute Sub's consent to amend, and all other terms and conditions of this Agreement shall remain in full force and effect.
8. Sub confirms that the personal information about it and third parties that Sub provided to Alarm Co is true and complete and that Sub shall notify Alarm Co without delay of any change to this information. Sub consents to Alarm Co's use of Sub's personal information and that of third parties provided to Alarm Co for the purpose of monitoring, setting up and administering your security services (including credit approval, invoicing, collection and to provide you with information on new services or equipment). You have obtained the consent of the third parties, whose personal information you provided to Alarm Co, to use such personal

information for the administration of your account with Alarm Co and as provided in this Agreement. You consent and agree that we may collect (including your consent to record your telephone conversations with our representatives), use, disclose, and transfer your personal information, and that of third parties provided by you, to our parents, affiliates, subsidiaries, and our successor corporations, any sub-contractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of fifty percent (50%) of any charges remaining to be paid under the terms and life of this Agreement. ~~The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.~~

9. If any AHJ requires any changes and/or permit fees to the above system, it will be at additional expense to the Sub. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. If Sub requests Alarm Co to do business with a third party for reasons including, but not limited to, submitting reports, uploading invoices and acquiring certificates of insurance, which increases Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

10. Sub shall not permit any person or entity to connect any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.

11. LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT ALARM CO AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ASSIGNS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR MANUFACTURERS PROVIDING PORTIONS OF THE EQUIPMENT, INSTALLATION, OR SERVICES FOR SUB (INCLUDING, BUT NOT LIMITED TO, SIGNAL CARRIERS, TELEPHONE COMPANIES, MUNICIPAL AGENCIES, MONITORING PROVIDERS), ALL HEREINAFTER REFERRED TO AS "OTHERS," ARE NOT AN INSURER; THAT INSURANCE COVERING ALL LOSS, DAMAGE, AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY SUB; THAT PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF SYSTEM AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUB'S PROPERTY OR PROPERTY OF OTHERS LOCATED ON SUB'S PREMISES; THAT ALARM CO AND OTHERS MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUB IS NOT RELYING ON ALARM CO'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM OR SERVICE SUITABLE FOR ANY PARTICULAR PURPOSE.

SUB UNDERSTANDS AND AGREES THAT THE LIABILITY OF ALARM CO AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT DUE TO IMPROPER INSTALLATION, IMPROPER DESIGN, OPERATION OR NON-OPERATION OF SYSTEM OR SERVICES (INCLUDING, WITHOUT LIMITATION, COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE CS), DATA BREACH, ACCESS TO OR DISCLOSURE OF ANY PERSON'S OR ORGANIZATION'S CONFIDENTIAL OR PERSONAL INFORMATION, INCLUDING, BUT NOT LIMITED TO PATENTS, TRADE SECRETS, PROCESSING METHODS, CUSTOMER LISTS, FINANCIAL INFORMATION, CREDIT CARD INFORMATION, HEALTH INFORMATION OR ANY OTHER TYPE OF NONPUBLIC INFORMATION; OR THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE ELECTRONIC DATA IS EXPRESSLY LIMITED AS SET FORTH HEREIN. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM CO OR OTHERS FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE (INCLUDING GROSS NEGLIGENCE) OF ALARM CO OR OTHERS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF 10% OF THE ANNUAL SERVICE CHARGE OR \$2,000.00, WHICHEVER IS GREATER, COLLECTIVELY FOR ALARM CO AND OTHERS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AS SUB'S EXCLUSIVE REMEDY.

IN THE EVENT THAT SUB WISHES ALARM CO OR OTHERS TO ASSUME GREATER LIABILITY, SUB MAY, AS A MATTER OF RIGHT, OBTAIN FROM ALARM CO A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONATE TO THE INCREASE IN EXPOSURE ASSUMED BY THE ALARM CO, BUT SUB EXPRESSLY AND EXPLICITLY ACKNOWLEDGES THAT SUCH ADDITIONAL SUM(S) PAID AND OBLIGATION(S) UNDERTAKEN SHALL IN NO EVENT MAKE ALARM CO OR OTHERS INSURERS. THIS LIMITATION OF LIABILITY COVERS ALL ALARM CO SUPPLIED EQUIPMENT AND SERVICES, INCLUDING BUT NOT LIMITED TO MONITORING, AT ALL OF SUB'S LOCATIONS. SUB ACKNOWLEDGES THAT ADDITIONAL PREMISES PROTECTION AND A HIGHER LEVEL OF SECURITY FOR ALARM SIGNAL TRANSMISSION TO THE CS ARE AVAILABLE AT ADDITIONAL COST TO SUB.

12. INDEMNIFICATION. IF ANYONE OTHER THAN SUB ASKS ALARM CO OR OTHERS TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (I) A FAILURE OF THE SYSTEM OR SERVICES, (II) ALARM CO'S OR OTHER'S OWN NEGLIGENCE, (III) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ALARM CO OR OTHERS IN PROVIDING THE SYSTEM OR SERVICES OR (IV) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, SUB WILL REPAY, RESPECTIVELY, TO ALARM CO OR OTHERS (A) ANY AMOUNT WHICH A COURT ORDERS ALARM CO OR OTHERS TO PAY OR WHICH ALARM CO OR OTHERS REASONABLY AGREE TO PAY, AND (B) ~~THE AMOUNT OF ALARM CO'S OR OTHER'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSSES AND COSTS THAT ALARM CO OR OTHERS MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES.~~ SUB'S OBLIGATION TO REPAY ALARM CO OR OTHERS FOR SUCH HARM OR DAMAGES SHALL NOT APPLY IF THE HARM OR DAMAGES HAPPENS WHILE ONE OF EITHER ALARM CO'S OR OTHER'S EMPLOYEES OR SUBCONTRACTORS ARE IN OR ABOUT THE PROTECTED PREMISES, AND SUCH HARM OR DAMAGES IS SOLELY CAUSED BY THAT EMPLOYEE OR SUBCONTRACTOR. SUB HEREBY RELEASES ALARM CO AND OTHERS FOR LOSSES, DAMAGES AND EXPENSES (I) COVERED BY SUB'S INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF

13. WAIVER OF SUBROGATION. Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.

14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub construction-type contract or purchase order is subject to the terms and conditions of this Agreement. ~~Alarm Co may assign this Agreement without prior notice or consent of Sub; however,~~ Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. **The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co.** ~~In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter.~~ If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.

15. THE INITIAL TERM OF THIS AGREEMENT IS FOR 60 MONTHS, WHICH SHALL COMMENCE FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 1111 CHURCH ROAD, AURORA, IL 60505" OR BY EMAIL TO CUSTOMERSERVICE@ADSALARM.COM, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

16. Sub acknowledges that paragraph 11 (limitation of liability), paragraph 12 (indemnification of Alarm Co), paragraph 13 (waiver of subrogation), and paragraph 14 are made part of this Agreement and shall survive the termination of this Agreement.

17. Alarm Co acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

By: **Steve J Larsen**

Authorized Representative - Alarm Co

Subscriber Signature

Date

Approved _____

Officer - Alarm Co

Subscriber Printed Name

Central Monitoring Station Data Form

Alarm Company ("Alarm Co"):

Customer #: 249967

Subscriber ("Sub"):



Main Office



Colorado Branch, DBA

ALARM DETECTION SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505

630.844.6300 adsalarm.com

SAFE SYSTEMS, INC.

421 S. Pierce Ave., Louisville, CO 80027

303.444.1191 safe-systems.com

City of Aurora Public Works

Facility

2185 Liberty St

Aurora, IL 60502

EXPLANATION

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms.

Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George

What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises 24-Hour ringing phone WITHOUT night voice-mail:

	Ext.	
Password/Code		

Before-Dispatch of Law Enforcement

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email: **Text - Cell Carrier:

Security Question: Answer:

Permissions: Can Put System in Test Yes ☐ No ☐ Can Edit Yes ☐ No ☐

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email: **Text - Cell Carrier:

Security Question: Answer:

Permissions: Can Put System in Test Yes ☐ No ☐ Can Edit Yes ☐ No ☐

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email: **Text - Cell Carrier:

Security Question: Answer:

Permissions: Can Put System in Test Yes ☐ No ☐ Can Edit Yes ☐ No ☐

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email: **Text - Cell Carrier:

Security Question: Answer:

Permissions: Can Put System in Test Yes ☐ No ☐ Can Edit Yes ☐ No ☐

** Additional data charges may apply from your cellular provider

After-Dispatch of Law Enforcement

Name:		Phones: _____ Cell _____ Home _____ Work		Verbal Password/Code	
Email/Text Notification Email:		**Text - Cell Carrier:			
Security Question:			Answer:		
Permissions: Can Put System in Test		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Can Edit Yes <input type="checkbox"/> No <input type="checkbox"/>	

Name:		Phones: _____ Cell _____ Home _____ Work		Verbal Password/Code	
Email/Text Notification Email:				**Text - Cell Carrier:	
Security Question:			Answer:		
Permissions: Can Put System in Test		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Can Edit Yes <input type="checkbox"/> No <input type="checkbox"/>	

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	
Email/Text Notification Email:		**Text - Cell Carrier:	
Security Question:		Answer:	
Permissions:	Can Put System in Test	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Can Edit	Yes <input type="checkbox"/> No <input type="checkbox"/>

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	
Email/Text Notification Email:		**Text - Cell Carrier:	
Security Question:		Answer:	
Permissions:	Can Put System in Test	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Can Edit	Yes <input type="checkbox"/> No <input type="checkbox"/>

** Additional data charges may apply from your cellular provider

(*Optional)

Supervised Open-Close (Skip this step if you have not chosen to add this service to your account)

OPEN - CLOSE

OPEN - CLOSE

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

Person(s) authorized to modify Open-Close:

Subscriber represents and warrants that it has obtained the express consent from those listed on the call list, for Alarm Co to contact them in any effort by Alarm Co to administer the relationship and the agreement between Subscriber and Alarm Co., including, but not limited to, contacting the individuals listed on this contact list at the telephone numbers and/or email addresses provided using SMS, text, prerecorded messages, or automated calling devices to deliver messages including consent to record telephone conversations with Alarm Co.

Steve J Larsen

Authorized Representative - Alarm Co

Subscriber Printed Name

By:

Subscriber Signature

Date Signed

Billing Information

Name: City of Aurora Public Works Facility

Address: 2185 Liberty St

City, State & Zip: Aurora, IL 60502

If the billing address is different from above please check ☐

Billing Name: _____

Billing Address: _____

Billing City, State & Zip: _____

Preferred Billing Method

☐ Emailed Invoices

☐ Mailed Invoices

Preferred Payment Method

☐ ACH

☐ Credit/Debit Card

☐ Check

☐ ADS Website

Auto Pay

☐ Yes

☐ No

Billing Contact Person: _____ **Phone:** _____

Billing Email Address: _____

Down Payment / Progress Billing Information

Down Payment Percent: 50 %

It is our standard practice to require a down payment prior to the work starting

Down Payment Method:

☐ ACH

☐ Credit/Debit Card

☐ Check

☐ Email an invoice and will pay upon receipt.

For any payment or down payment method other than a check, we will contact your billing person for the information.

Is your account tax exempt?

☐ Yes

☐ No

If yes, please forward a copy of your tax certificate to adsar@adsalarm.com

Signed _____

For Office Use only:

Customer #: 249967

Proposal #: PRO-217826

Quote #: QT-0081683

Commercial Security System and Services Agreement

Alarm Company ("Alarm Co"):

Customer #: 249967



Main Office



Colorado Branch, DBA

ALARM DETECTION SYSTEMS, INC.

SAFE SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505

421 S. Pierce Ave., Louisville, CO 80027

630.844.6300 adsalarm.com

303.444.1191 safe-systems.com

Subscriber ("Sub"):

City of Aurora Public Works Facility

2185 Liberty St

Aurora, IL 60502

Alarm Co agrees to furnish Sub with installation and services as described or checked. Sub agrees to accept all Alarm Co equipment and services pursuant to the terms and conditions of this Agreement and at Alarm Co's established rates. Wireless transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall ☐ remain with Alarm Co, or ☒ transfer to Sub upon full payment of the purchase price.

Services

MONITORING:	SYSTEM TYPE:	<input checked="" type="checkbox"/> BURGLAR ALARM	<input type="checkbox"/> FIRE ALARM	<input type="checkbox"/> OTHER:		
	MONITORING STATION ("CS"):	<input checked="" type="checkbox"/> ALARM Co UL/FM CS		<input type="checkbox"/> OTHER CS:		
	COMMUNICATION CHANNEL:	<input type="checkbox"/> DIGITAL	<input type="checkbox"/> INTERNET	<input type="checkbox"/> RADIO <input checked="" type="checkbox"/> CELLULAR <input type="checkbox"/> OTHER:		
	ENHANCEMENTS:	<input type="checkbox"/> SUPERVISED OPENING/CLOSING	<input checked="" type="checkbox"/> OPENING/CLOSING, LOG ONLY			
		<input checked="" type="checkbox"/> EMAILED REPORTS	<input type="checkbox"/> ELECTRONIC SIGNAL NOTIFICATION (E.G., TEXT OR EMAIL)			
REPAIR	FULL PARTS & LABOR REPAIR:	<input checked="" type="checkbox"/> BURGLAR	<input type="checkbox"/> FIRE	<input type="checkbox"/> CCTV	<input type="checkbox"/> ACCESS CONTROL	<input type="checkbox"/> OTHER:
SERVICE:	BILLABLE T & M ON REQUEST:	<input type="checkbox"/> BURGLAR	<input type="checkbox"/> FIRE	<input type="checkbox"/> CCTV	<input type="checkbox"/> ACCESS CONTROL	<input type="checkbox"/> OTHER:
TESTING:	"A=ANNUAL S=SEMI-ANNUAL Q=QUARTERLY M=MONTHLY"					
	FIRE ALARM ____	BURGLAR ALARM ____	SPRINKLER SYS. ____	FIRE EXTINGUISHERS ____		
	BACKFLOW(S) ____	ENGINEERED SYS. ____	EMERGENCY LIGHTING ____	KITCHEN SYS. ____		
OTHER:	<input checked="" type="checkbox"/> RUNNER SERVICE	<input checked="" type="checkbox"/> ALARM APP.	<input type="checkbox"/> INSTALL ONLY	<input type="checkbox"/> TAKEOVER		

Sub shall pay Alarm Co the sum of **\$ 68,490.00**, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of **\$ 515.00** per month, payable quarterly in advance. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.

12%

System Description

QTY	DESCRIPTION	LOCATION	EXISTING
1	XR550DNL-G		
1	Output Harness For Xr500		
1	Plug-In Output Relay		
1	Output Harness For Xr10/20/150/550		
3	Indoor Siren		
6	Thinline LCD Keypad		
4	16 Point Zone Expander		
16	Track Mount Overhead Door Contact		
23	Surface Contact/White		
5	35' Dual Tech Micro Motion		
9	Triangular Ceiling 360 Motion 20'		
	18/2 Reg (Door Strike, JO Series, LE-D) Riser		
	18/4 Reg Stranded		
	22/4 Reg White (Contacts) Riser		
1	ADS RUNNER LOCK BOX		
10	Long Range Motion		
1	Replcmnt Cellular Cable, 18"		
1	Verizon LTE Cell Radio		
3	Fire Radio 12V8AH Batt Denver & AES V2		
3	12 X 7 1/4 Tan Junction Box		
3	16V40Vac Transformer		
3	3 Amp Charger		
1	Fire Radio 12V8AH Batt Denver & AES V2		
1	Output Harness For Xr10/20/150/550		
2	Plug-In Output Relay		
1	Output Harness For Xr500		
1	Tamper Harness [Phone]		

We Provide

- ADS will furnish and install the above listed Burglar alarm system as shown on drawings
- All work to be performed with union labor.
- ADS will provide monitoring of system via customer provided Internet connection and ADS installed cellular communicator
- ADS will provide runner service
- ADS will provide open/close reports
- ADS will provide virtual keypad app for remote control of system via smart phone, PC or tablet
- ADS will provide full parts and labor repair service coverage 24/7/365
- ADS will provide training on system

Customer Provides

- Customer to provide a dedicated 120VAC circuit/outlet where necessary.
- Customer will provide access for installation during normal business hours.
- Customer to provide internet connection via modem or router.

Exclusions

- Repair service does not cover Acts of God, vandalism, or remodeling.
- Unless otherwise noted, we are not responsible for providing wiremold, back boxes, conduit, or patching/painting. Permits and taxes, if required, will be added to the job.

Additional

- All required conduit shall be supplied and installed by subs/customer electrical contractor.
- Conduit stubs will be needed to wall mounted keypad, motion detector, door contacts, and overhead door locations.

ADDITIONAL TERMS AND CONDITIONS

1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.

2. Sub will provide access to premises to Alarm Co for installation or service of System. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of the System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.

3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. When Alarm Co initiates services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, duress, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.

4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, Internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.

5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the authority having jurisdiction (AHJ). The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make attempts to communicate with Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other AHJ. CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.

6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Alarm Co is not providing a guard or policing function (armed or unarmed) and has no duty to attempt to apprehend unauthorized people. Alarm Co is not a law enforcement agency. Alarm Co does not insure or guarantee the personal safety of any person or the security of any property.

7. Sub hereby agrees that Alarm Co shall have the right to amend the terms and conditions of this Agreement, including but not limited to service charges, at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to accept the amended terms and conditions and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 1111 Church Road, Aurora, IL 60505" or by email to CustomerService@adsalarm.com, at least thirty (30) days prior to the effective date of such modification, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of the amendment will constitute Sub's consent to amend, and all other terms and conditions of this Agreement shall remain in full force and effect.

8. Sub confirms that the personal information about it and third parties that Sub provided to Alarm Co is true and complete and that Sub shall notify Alarm Co without delay of any change to this information. Sub consents to Alarm Co's use of Sub's personal information and that of third parties provided to Alarm Co for the purpose of monitoring, setting up and administering your security services (including credit approval, invoicing, collection and to provide you with information on new services or equipment). You have obtained the consent of the third parties, whose personal information you provided to Alarm Co, to use such personal

information for the administration of your account with Alarm Co and as provided in this Agreement. You consent and agree that we may collect (including your consent to record your telephone conversations with our representatives), use, disclose, and transfer your personal information, and that of third parties provided by you, to our parents, affiliates, subsidiaries, and our successor corporations, any sub-contractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of fifty percent (50%) of any charges remaining to be paid under the terms and life of this Agreement. ~~The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.~~

9. If any AHJ requires any changes and/or permit fees to the above system, it will be at additional expense to the Sub. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. If Sub requests Alarm Co to do business with a third party for reasons including, but not limited to, submitting reports, uploading invoices and acquiring certificates of insurance, which increases Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

10. Sub shall not permit any person or entity to connect any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.

11. LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT ALARM CO AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ASSIGNS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR MANUFACTURERS PROVIDING PORTIONS OF THE EQUIPMENT, INSTALLATION, OR SERVICES FOR SUB (INCLUDING, BUT NOT LIMITED TO, SIGNAL CARRIERS, TELEPHONE COMPANIES, MUNICIPAL AGENCIES, MONITORING PROVIDERS), ALL HEREINAFTER REFERRED TO AS "OTHERS," ARE NOT AN INSURER; THAT INSURANCE COVERING ALL LOSS, DAMAGE, AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY SUB; THAT PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF SYSTEM AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUB'S PROPERTY OR PROPERTY OF OTHERS LOCATED ON SUB'S PREMISES; THAT ALARM CO AND OTHERS MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUB IS NOT RELYING ON ALARM CO'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM OR SERVICE SUITABLE FOR ANY PARTICULAR PURPOSE.

SUB UNDERSTANDS AND AGREES THAT THE LIABILITY OF ALARM CO AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT DUE TO IMPROPER INSTALLATION, IMPROPER DESIGN, OPERATION OR NON-OPERATION OF SYSTEM OR SERVICES (INCLUDING, WITHOUT LIMITATION, COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE CS), DATA BREACH, ACCESS TO OR DISCLOSURE OF ANY PERSON'S OR ORGANIZATION'S CONFIDENTIAL OR PERSONAL INFORMATION, INCLUDING, BUT NOT LIMITED TO PATENTS, TRADE SECRETS, PROCESSING METHODS, CUSTOMER LISTS, FINANCIAL INFORMATION, CREDIT CARD INFORMATION, HEALTH INFORMATION OR ANY OTHER TYPE OF NONPUBLIC INFORMATION; OR THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE ELECTRONIC DATA IS EXPRESSLY LIMITED AS SET FORTH HEREIN. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM CO OR OTHERS FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE (INCLUDING GROSS NEGLIGENCE) OF ALARM CO OR OTHERS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF 10% OF THE ANNUAL SERVICE CHARGE OR \$2,000.00, WHICHEVER IS GREATER, COLLECTIVELY FOR ALARM CO AND OTHERS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AS SUB'S EXCLUSIVE REMEDY.

IN THE EVENT THAT SUB WISHES ALARM CO OR OTHERS TO ASSUME GREATER LIABILITY, SUB MAY, AS A MATTER OF RIGHT, OBTAIN FROM ALARM CO A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONATE TO THE INCREASE IN EXPOSURE ASSUMED BY THE ALARM CO, BUT SUB EXPRESSLY AND EXPLICITLY ACKNOWLEDGES THAT SUCH ADDITIONAL SUM(S) PAID AND OBLIGATION(S) UNDERTAKEN SHALL IN NO EVENT MAKE ALARM CO OR OTHERS INSURERS. THIS LIMITATION OF LIABILITY COVERS ALL ALARM CO SUPPLIED EQUIPMENT AND SERVICES, INCLUDING BUT NOT LIMITED TO MONITORING, AT ALL OF SUB'S LOCATIONS. SUB ACKNOWLEDGES THAT ADDITIONAL PREMISES PROTECTION AND A HIGHER LEVEL OF SECURITY FOR ALARM SIGNAL TRANSMISSION TO THE CS ARE AVAILABLE AT ADDITIONAL COST TO SUB.

12. INDEMNIFICATION. IF ANYONE OTHER THAN SUB ASKS ALARM CO OR OTHERS TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (I) A FAILURE OF THE SYSTEM OR SERVICES, (II) ALARM CO'S OR OTHER'S OWN NEGLIGENCE, (III) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ALARM CO OR OTHERS IN PROVIDING THE SYSTEM OR SERVICES OR (IV) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, SUB WILL REPAY, RESPECTIVELY, TO ALARM CO OR OTHERS (A) ANY AMOUNT WHICH A COURT ORDERS ALARM CO OR OTHERS TO PAY OR WHICH ALARM CO OR OTHERS REASONABLY AGREE TO PAY, AND (B) ~~THE AMOUNT OF ALARM CO'S OR OTHER'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSSES AND COSTS THAT ALARM CO OR OTHERS MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES.~~ SUB'S OBLIGATION TO REPAY ALARM CO OR OTHERS FOR SUCH HARM OR DAMAGES SHALL NOT APPLY IF THE HARM OR DAMAGES HAPPENS WHILE ONE OF EITHER ALARM CO'S OR OTHER'S EMPLOYEES OR SUBCONTRACTORS ARE IN OR ABOUT THE PROTECTED PREMISES, AND SUCH HARM OR DAMAGES IS SOLELY CAUSED BY THAT EMPLOYEE OR SUBCONTRACTOR. SUB HEREBY RELEASES ALARM CO AND OTHERS FOR LOSSES, DAMAGES AND EXPENSES (I) COVERED BY SUB'S INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF

13. WAIVER OF SUBROGATION. Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.

14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub construction-type contract or purchase order is subject to the terms and conditions of this Agreement. ~~Alarm Co may assign this Agreement without prior notice or consent of Sub; however,~~ Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. **The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co.** ~~In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter.~~ If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.

15. THE INITIAL TERM OF THIS AGREEMENT IS FOR 60 MONTHS, WHICH SHALL COMMENCE FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 1111 CHURCH ROAD, AURORA, IL 60505" OR BY EMAIL TO CUSTOMERSERVICE@ADSALARM.COM, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

16. Sub acknowledges that paragraph 11 (limitation of liability), paragraph 12 (indemnification of Alarm Co), paragraph 13 (waiver of subrogation), and paragraph 14 are made part of this Agreement and shall survive the termination of this Agreement.

17. Alarm Co acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

By: **Steve J Larsen**

Authorized Representative - Alarm Co

Subscriber Signature

Date

Approved

Officer - Alarm Co

Subscriber Printed Name

Central Monitoring Station Data Form

Alarm Company ("Alarm Co"):

Customer #: 249967

Subscriber ("Sub"):



Main Office



Colorado Branch, DBA

ALARM DETECTION SYSTEMS, INC.

SAFE SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505

421 S. Pierce Ave., Louisville, CO 80027

630.844.6300 adsalarm.com

303.444.1191 safe-systems.com

City of Aurora Public Works

Facility

2185 Liberty St

Aurora, IL 60502

EXPLANATION

Before Dispatch: These are the people we would attempt to notify before dispatching the authorities. This does not apply to Hold Up or Fire Alarms.

Email or Text Notification: You can supply an email address and/or cell phone number for texting to be used for alarm notification.

Security Question/Answer: Supply a question and answer we can ask in the event you forget your verbal password.

Example: What is the name of your favorite pet? Answer: George

What is the name of your oldest child? Answer: Sue

What was the make of your first car? Answer: Ford

Permissions: "Can Put System in Test" this will authorize the user to take the system out of service. "Can Edit" This will authorize the user to make changes to data in the account.

Note: We recommend at least three contacts on the Call List below.

Premises 24-Hour ringing phone WITHOUT night voice-mail:

	Ext.	
Password/Code		

Before-Dispatch of Law Enforcement

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email:

**Text - Cell Carrier:

Security Question:

Answer:

Permissions: Can Put System in Test Yes ☐ No ☐

Can Edit Yes ☐ No ☐

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email:

**Text - Cell Carrier:

Security Question:

Answer:

Permissions: Can Put System in Test Yes ☐ No ☐

Can Edit Yes ☐ No ☐

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email:

**Text - Cell Carrier:

Security Question:

Answer:

Permissions: Can Put System in Test Yes ☐ No ☐

Can Edit Yes ☐ No ☐

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	

Email/Text Notification Email:

**Text - Cell Carrier:

Security Question:

Answer:

Permissions: Can Put System in Test Yes ☐ No ☐

Can Edit Yes ☐ No ☐

** Additional data charges may apply from your cellular provider

After-Dispatch of Law Enforcement

Name:		Phones: _____ Cell		Verbal Password/Code	
		_____ Home			
		_____ Work			
Email/Text Notification Email:				**Text - Cell Carrier:	
Security Question:			Answer:		
Permissions:	Can Put System in Test	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Can Edit	Yes <input type="checkbox"/> No <input type="checkbox"/>

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	
Email/Text Notification Email:		**Text - Cell Carrier:	
Security Question:		Answer:	
Permissions:	Can Put System in Test	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Can Edit	Yes <input type="checkbox"/> No <input type="checkbox"/>

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	
Email/Text Notification Email:		**Text - Cell Carrier:	
Security Question:		Answer:	
Permissions:	Can Put System in Test	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Can Edit	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Name:	Phones:	Cell	Verbal Password/Code
		Home	
		Work	
Email/Text Notification Email:		**Text - Cell Carrier:	
Security Question:		Answer:	
Permissions:	Can Put System in Test	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Can Edit	Yes <input type="checkbox"/>	No <input type="checkbox"/>

** Additional data charges may apply from your cellular provider

(*Optional)

Supervised Open-Close (Skip this step if you have not chosen to add this service to your account)

OPEN - CLOSE

OPEN - CLOSE

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

M☐ T☐ W☐ TH☐ F☐ SA☐ SU☐

Person(s) authorized to modify Open-Close:

Subscriber represents and warrants that it has obtained the express consent from those listed on the call list, for Alarm Co to contact them in any effort by Alarm Co to administer the relationship and the agreement between Subscriber and Alarm Co., including, but not limited to, contacting the individuals listed on this contact list at the telephone numbers and/or email addresses provided using SMS, text, prerecorded messages, or automated calling devices to deliver messages including consent to record telephone conversations with Alarm Co.

Steve J Larsen

Authorized Representative - Alarm Co

Subscriber Printed Name

By:

Subscriber Signature

Date Signed

Billing Information

Name: City of Aurora Public Works Facility

Address: 2185 Liberty St

City, State & Zip: Aurora, IL 60502

If the billing address is different from above please check ☐

Billing Name: _____

Billing Address: _____

Billing City, State & Zip: _____

Preferred Billing Method

☐ Emailed Invoices

☐ Mailed Invoices

Preferred Payment Method

☐ ACH

☐ Credit/Debit Card

☐ Check

☐ ADS Website

Auto Pay

☐ Yes

☐ No

Billing Contact Person: _____

Phone: _____

Billing Email Address: _____

Down Payment / Progress Billing Information

Down Payment Percent: 50 %

It is our standard practice to require a down payment prior to the work starting

Down Payment Method:

☐ ACH

☐ Credit/Debit Card

☐ Check

☐ Email an invoice and will pay upon receipt.

For any payment or down payment method other than a check, we will contact your billing person for the information.

Is your account tax exempt?

☐ Yes

☐ No

If yes, please forward a copy of your tax certificate to adsar@adsalarm.com

Signed _____

For Office Use only:

Customer #: 249967

Proposal #: PRO-215841

Quote #: QT-0081440