

## Schedule F

### Alarm Monitoring/Security Terms and Conditions

**1. DISCLAIMER/LIMITATION OF LIABILITY.** TO THE EXTENT NOT INCONSISTENT WITH THE MASTER SERVICE AGREEMENT AND OTHERWISE NOT SUBJECT TO INDEMNIFICATION BY ISS FOR THIRD-PARTY CLAIMS, CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER ISS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) EXCEPT AS PROVIDED IN THIS AGREEMENT, IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE TO CUSTOMER'S PERSONAL PROPERTY SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE, AND (C) ISS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) ANY PAYMENTS DUE UNDER THIS SOW ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY; (IV) ISS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (V) ISS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS SOW DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE MONITORING FACILITY), UNLESS SUCH LOSS, DAMAGE OR EXPENSE IS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ISS OR ITS REPRESENTATIVES; AND (VI) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ISS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING 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 OF ISS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS SOW, OR BREACH OF THIS SOW, 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 AS SET FORTH IN SECTION 13 OF THE MASTER SERVICES AGREEMENT.

**2. Communications Equipment and Services.** Customer understands and acknowledges as follows: (i) the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission); (ii) some or all of these communications equipment or services may access or incorporate the Internet, a local area network or some other form of computer network to transmit or retrieve data; (iii) for data transmitted by a telephone network, there are various types of telephone line service including, without limitation, ISS's data transmission network, DSL, T-1, and various other forms of service; (iv) for data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc.; and (v) for data transmitted or received via the Internet or by any form of computer network, the System's ability to transmit or receive data shall be dependent upon the Internet or computer network. Accordingly, Customer understands, acknowledges and agrees that (a) the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or service used, may be interrupted, circumvented or otherwise compromised, and (b) immediately after the installation, modification or repair of DSL or other broadband service, ISS shall be responsible for testing the System's data transmission with the monitoring facility.

**3. Transmission of Data.** Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is supervised; (ii) if the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), or the loss of a telephone line or network connection (either because the line is cut or otherwise), ISS will receive an indication of such interruption at the monitoring facility via the IP heartbeat monitoring, a technology designed to detect and report such an interruption, and also, is Customer has opted for and purchased, via the GSM backup solution being deployed; (iii) Customer [ ] **has** / [ ] **has not** elected to use GSM radio redundant communication equipment and service (e.g., Internet combined with GSM wireless communication) as part of the System.

**4. Customer's Duties and Responsibilities.** It is the Customer's sole responsibility to walk test the System and all alarm devices periodically between installation, service and maintenance visits by ISS and whenever changes are made by any party other than ISS or its subcontractors to communications equipment, power, technology or services for the System, Premises, data transmission or monitoring facility.

**5. Installation and Service.** Customer acknowledges and agrees that ISS and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise ISS of such hidden objects, failing which ISS and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects unless such damages, losses or expenses are the result of the gross negligence or willful misconduct of ISS or its Representatives.

**6. Suspension of Service; Shutdown;** If the System excessively signals ISS 's monitoring facility, Customer and ISS shall coordinate repairs to the System and panel. If repairs cannot be made in a reasonable timeframe, the signaling zone(s) may be suspended or shutdown, until such repairs can be made.

**7. Risk of Loss.** Risk of loss or damage to the material and equipment purchased by Customer shall pass to Customer upon installation at the premises.

**8. False Alarms.** In the event the System is activated for any reason other than by ISS or as a result of ISS's gross negligence or willful misconduct, the Customer shall (a) pay without recourse, or (b) reimburse ISS, for any fines, fees, costs, expenses and penalties assessed against Customer or ISS by any court or governmental agency. Deliberately activating the System to send a false alarm which results in the dispatch of the police, fire or other public or volunteer personnel may be a crime.

**9. Monitoring Service.** Monitoring service consists solely of monitoring service personnel telephoning the governmental agencies or the telephone number supplied by Customer in writing ("Proper Authorities") upon the monitoring facility's receipt of data from the System reporting specific conditions that have been previously identified in writing (hereinafter "Listed Codes") or voice communication received from the Premises. The monitoring service personnel will only telephone those government agencies or telephone numbers supplied by the Customer in writing to ISS and it is the sole responsibility of the Customer to update and revise this information. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance. ISS may modify, terminate or suspend any particular form of Service if required to do so by any governmental authority. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code and prior to telephoning any other person or entity, ISS may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises as frequently as ISS deems appropriate to verify the necessity to report the receipt of a Listed Code to any other person, and (b) upon receipt of an abort code, ISS may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code. ISS's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to ISS in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that all Services software, hardware, firmware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are ISS's sole and exclusive property and that Customer has no rights whatsoever in any of the foregoing.

**10. Repair; Inspection; Maintenance; Take over Systems.**

(a) If Customer has elected to pay for a Maintenance Plan in the SOW it will cover the Alarm Panel, Keypad, and the alarm peripheral devices for device failure and normal wear and tear. Customer agrees to pay for all uncovered repair and maintenance costs on a per call time and material basis at ISS's then prevailing charges. Per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system. Customer must purchase the Maintenance Plan if the equipment is owned by ISS.

(b) ISS makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. ISS's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so and to provide labor, material, parts and equipment pursuant to this SOW.

(c) It is understood and agreed by the parties that all service to the System shall be performed by ISS only, but Customer agrees that ISS 's duty to service the System is subject to the availability of replacement parts or equipment from a reputable manufacturer thereof, and to the terms of this SOW and conditioned upon Customer notifying ISS of the necessity for such service. Customer agrees to pay ISS's minimum service call charge in the event Customer does not provide necessary access when ISS attempts to provide service at the Premises.

(d) Customer agrees that all repair, replacement or modification to the System shall be performed by ISS or its agents only. Except as provided for in this SOW, all such service shall be paid by Customer on a time and material basis at ISS's then prevailing charges.

(e) If ISS takes over rendering services to an existing System, in whole or in part, in the event ISS determines, in its sole and absolute discretion, that there have been excessive activations of the System, or that the number of problems or cost of service has been or may become excessive, ISS will provide Customer with an estimate to repair on a time and materials basis.

**11. Remote Programming Services.** Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and ISS's office or monitoring facility. Customer hereby consents to ISS's performance of all such services pursuant to ISS's then prevailing charges for such services, or to affect such changes on their own behalf through ISS provided secure web portal.

**12. Suspension of Service.** Customer agrees that (a) ISS's obligations hereunder are waived automatically without notice, and (b) ISS is released for all loss, damage and expense in case the monitoring facility, communications equipment, network or services, or the transmission system are destroyed, damaged, inoperable or malfunction for any reason other than ISS's gross negligence or willful misconduct, and Customer shall promptly receive from ISS the charge paid for the period of interruption and this shall be the limit of ISS's liability. In the event this SOW is terminated or Services are suspended or terminated for any reason, Customer agrees to allow ISS necessary access to disconnect the System from all transmission sources, e.g., telephone line, radio transmitter, cellular transmitter, etc. Further, upon termination of this SOW or if Services are suspended or terminated for any reason other than ISS's default, ISS may, in ISS's sole and absolute discretion, without notice, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility.

**13. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER UNDER THIS AGREEMENT)**

**A. ISS HEREBY WARRANTS TO CUSTOMER ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART INSTALLED BY ISS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, ISS UPON RECEIVING WRITTEN NOTICE FROM THE CUSTOMER OF SUCH DEFECT, SHALL REPAIR OR REPLACE WITH FUNCTIONALLY OPERABLE EQUIPMENT, INCLUDING RECONDITIONED REPLACEMENT EQUIPMENT, THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. THIS WARRANTY IS ONLY APPLICABLE TO THE CUSTOMER AND CANNOT BE ASSIGNED.**

**B. THIS WARRANTY TO REPAIR OR REPLACE DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN ISS, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. CUSTOMER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ISS SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; EXCEPT AS SET FORTH IN PARAGRAPH A OR OTHERWISE IN THE AGREEMENT, THAT ISS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE SOW HEREOF, OR HEREIN.**

**C. EXCEPT AS SET FORTH IN PARAGRAPH A OR OTHERWISE IN THE AGREEMENT, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.**

**14. Company Duty Concerning Property of Others.** Customer agrees that ISS has no responsibility for the condition or operation of any equipment, device, or property of any sort of Customer, the telephone company or others ("Property"). If ISS provides service to Property, Customer agrees that all relevant terms and conditions of this SOW shall apply to all such service and Customer shall pay for such service on a time and material basis at ISS's then prevailing charges.

**15. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by ISS shall be subject to the terms of this SOW only, except that additional charges shall be made for such additional sales, leases, installation or services.

**16. Prior Agreements With Others.** Customer represents and warrants that Customer's execution of this SOW does not breach and will not breach any contract with or obligation to any other person.

**17. Environmental Considerations.** Customer acknowledges and agrees that any duty or obligation of ISS or Representatives under this SOW, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, ISS may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this SOW pursuant to the paragraph titled "Default of Customer", or (ii) affirm this SOW.

**18. Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this SOW.

**IN WITNESS WHEREOF**, the Parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date. ISS and Customer agree that ISS will execute all agreements with Customer before Customer will sign on its behalf. ISS further agrees that if Customer does sign first in this SOW or the engagement agreement, that ISS does not have the right to bill Customer until such SOW, or engagement agreement has been executed and delivered to Customer.