

ACT SECURITY SERVICES LLC  
P.O. Box AB  
Pocono Lake, Pennsylvania 18347  
(877) 772-0061

STANDARD ELEVATOR MONITORING AGREEMENT

Agreement dated \_\_\_\_\_, by and between ACT SECURITY SERVICES LLC (hereinafter referred to as "ACT" or "ALARM COMPANY") and \_\_\_\_\_ (hereinafter referred to as "Subscriber") whose business address is \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Cell: \_\_\_\_\_ Address where elevator is located if different than business address \_\_\_\_\_  
\_\_\_\_\_  
Elevator description if more than one elevator in premises: \_\_\_\_\_  
\_\_\_\_\_  
Communication Channel assigned for elevator to provide 24 hour communication: \_\_\_\_\_

Subscriber and ACT to initial here if monitoring includes Video Monitoring within Elevator: Subscriber [\_\_\_\_\_] ACT [\_\_\_\_\_]

The parties hereto agree that:

1. COMMUNICATION CONNECTION:

(a) Communication link between elevator cab and elevator control room with associated wiring shall be installed and maintained by elevator contractor, not ACT, and elevator contractor shall program the communication device installed in the elevator cab to Monitoring Center assigned communication channel.

(b) If requested by elevator contractor, ACT shall connect Subscriber's elevator communication device in elevator control room to Subscriber's designated communication service and program the communication device to a Monitoring Center assigned communication channel for which service Subscriber shall pay ACT \$ \_\_\_\_\_

Subscriber to initial if ACT is to perform this service. \_\_\_\_\_

2. COMMUNICATION SERVICE:

ACT or its designated Monitoring Center shall provide central office monitoring of the communication device, 24 hours 7 days a week, when activated by an occupant in the elevator. Subscriber acknowledges that ACT has not installed or serviced any part of the elevator, including but not limited to the communication device, all of which has been installed and serviced by others. ACT has not inspected and has no responsibility to inspect, test or service the communication device within the elevator cab or elevator control room. It is the Subscriber's responsibility to install and service a single button call device, or any other communication equipment, in accordance with AHJ [Authority Having Jurisdiction] requirements, and select and provide communication pathways to transmit emergency call elevator signals, either non verbal emergency only or two way voice communication. It is Subscriber's responsibility to comply with AHJ requirements for elevator communication and signal transmission and ACT has no responsibility to and has not recommended or installed any communication device or communication pathway. It is the responsibility of Subscriber to select, install, test and maintain the operation of elevator communication service in accordance with AHJ requirements. ACT's sole obligation shall be to monitor and provide appropriate response to emergency non verbal signals or two way audio communications from within the elevator. The communication line provided by ACT shall remain its sole 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 or device.

3. TERMINATION OF SERVICES: ACT reserves the right, and shall if required by the AHJ, to notify the AHJ that ACT's monitoring services have been terminated. ACT shall be permitted to terminate its monitoring services in the event of Subscriber's non- payment or upon notice that the communication device or pathway is inoperable, and Subscriber shall remain liable for continued performance under this agreement. Upon suspension or termination of services ACT will notify Subscriber of such termination. ACT is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

4. SERVICE CHARGES: Subscriber agrees to pay ACT:

The sum of \$ \_\_\_\_\_ for a one time set up charge and then the sum of \$ \_\_\_\_\_, per month, payable \_\_\_\_\_ in advance for the monitoring of the elevator communication system for the term of this agreement commencing on the first day of the month next succeeding the date hereof.

5. TERM OF AGREEMENT / RENEWALS:

The term of this agreement shall be for a period of five years. This agreement shall renew itself 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 renewal term.

6. INCREASES OF MONTHLY CHARGE:

ACT shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date hereof by up to nine percent per annum each year, upon giving notice to Subscriber, and Subscriber agrees to such increases.

7. Monitoring Center Monitoring Services:

a. ELEVATOR COMMUNICATION SYSTEM CENTRAL OFFICE MONITORING:

Upon receipt of a signal from the elevator communication system, ACT or its designee monitoring center, shall make every reasonable effort to communicate with the occupants of the elevator, and notify the appropriate municipal police, fire department or emergency personal response service. ACT or its designated central office shall, if requested by Subscriber notify Subscriber or Subscriber's response personnel, of the elevator call and emergency condition. Subscriber acknowledges that signals which are transmitted over telephone lines, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of ACT and are not maintained by ACT, and ACT shall not be responsible for any environmental conditions or equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising as a result thereof, or for data corruption, theft or viruses to Subscriber's computers if connected to the elevator emergency communication system equipment. ACT may, without prior notice, suspend or terminate its services, in ACT's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in the event Monitoring Center facility or communication network is nonoperational or sending false signals. Subscriber agrees to furnish ACT with a written Call List of names and telephone numbers of those persons, including any municipal emergency response service providers. Subscriber wishes to receive notification of elevator emergency conditions. Unless otherwise provided in the Call List, ACT 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 ACT'S notification obligation. All changes and revisions to this list shall be supplied to ACT in writing. Subscriber acknowledges that ACT provides no response to an elevator emergency communication system signal other than using its best efforts to communicate with those persons inside of the elevator during the emergency and notify appropriate response personnel. ACT is authorized to record all audio conversations and shall own such recordings.

b. MONITORING CENTER SERVICES:

Upon receipt of a video signal the video system is designed to activate in the Monitoring Center and record CCTV reception, upon which, ACT or its designee Monitoring Center, shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from ACT. 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 ACT or ACT's designee Monitoring Center and ACT 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 ACT and are not maintained by ACT except ACT may own the radio network, and ACT 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 ACT with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, ACT 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 ACT's notification obligation. All changes and revisions shall be supplied to ACT in writing. Subscriber authorizes ACT 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 ACT to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ACT \$90.00 for each such service. ACT may, without prior notice, suspend or terminate its services, in ACT's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required in paragraph 4. Upon suspension or termination of services ACT will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. ACT is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain 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 ACT.

8. TELEPHONE OR OTHER COMMUNICATION PATHWAY SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY:

Subscriber acknowledges that the elevator emergency communication system connects to a standard telephone jack and communicates over standard telephone lines using two way voice communication unless the AHJ approves other communication pathways, such as but not limited to Internet VoIP, cellular or radio.

9. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:

Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ACT in its sole discretion in compliance with AHJ requirements.

**10. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** ACT 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 ACT's 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 ACT, ACT shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay ACT 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 ACT on less than 24 hour notice to ACT. Subscriber assumes all risk of loss of material once delivered to the job site. The pricing to be paid by Subscriber in this agreement is based on current pricing by ACT's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to ACT by ACT's suppliers and vendors in connection with equipment and services to be provided by ACT to Subscriber. ACT will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

**11. TESTING AND SERVICE OF ELEVATOR EMERGENCY COMMUNICATION SYSTEM:** The parties hereto agree that the elevator emergency communication system, 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 elevator emergency communication system and to notify ACT if the communication hook up between the elevator call button device and the Subscriber provided communication service is in need of repair or replacement. ACT shall not be required to service or replace any equipment within the elevator emergency communication system.

**12. SUBSCRIBER RESPONSIBLE FOR EQUIPMENT AND PAYMENTS:** Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the elevator emergency communication line. Notwithstanding the condition of Subscriber's premises, communication pathways or ACT's impossibility of performance occasioned by condition of Subscriber's premises, or failure of communication pathways, Subscriber shall remain liable for monthly payments for the term of this agreement, and upon termination until ACT is given access to terminate communication, without offset or reduction. ACT has provided only a line connection from the Subscriber's elevator communication device to the Subscriber's selected communication pathway and it is Subscriber's responsibility to disconnect that communication line upon Subscriber's termination of this agreement and Subscriber shall remain liable for payment until communication is disconnected.

**13. ASSIGNMENTS / WAIVER OF SUBROGATION RIGHTS:** Subscriber shall not be permitted to assign this agreement without written consent of ACT, which shall not unreasonably be withheld. Any such assignment without prior approval shall be deemed a breach of this agreement. ACT shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ACT or ACT's subcontractors arising out of this agreement or the relation of the parties hereto.

**14. INDEMNITY:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless ACT, 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 ACT's 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.

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

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

SUBSCRIBER MAY BRING CLAIMS AGAINST ACT 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](http://WWW.ARBITRATIONSERVICESINC.COM) AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By agreeing to this arbitration provision the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Pennsylvania, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against ACT 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.

**16. ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to ACT any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon ACT because of this agreement. Should ACT be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ACT for such service or material.

**17. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ACT for any fees or fines relating to permits or response to emergency or non emergency conditions. ACT shall have no liability for permit fees, response or non response to emergency or non emergency conditions, police, EMT or fire department response, any damage to personal or real property or personal injury caused by police, EMT or fire department response to emergency call conditions reported on from the elevator's designated communication line, whether any situation is determined to be an emergency or non emergency condition, or otherwise, or the refusal of the police, EMT or fire department to respond. In the event of termination of police, EMT or fire response by the municipal police or fire department 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 ACT requiring any services or appearances, Subscriber agrees to pay ACT \$150 per hour for such services and appearances. Subscriber shall reimburse ACT for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

**18. ACT'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that ACT is authorized and permitted to subcontract any services to be provided by ACT to third parties who may be independent of ACT, and that ACT shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties, except that ACT shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ACT's 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 communication centers of ACT.

**19. NO WARRANTIES OR REPRESENTATIONS / SUBSCRIBER'S EXCLUSIVE REMEDY:** ACT does not represent or warrant that the elevator emergency communication will prevent any loss, damage or injury to person or property, or that the elevator emergency communication will in all cases provide the protection for which it is intended. Subscriber acknowledges that ACT is not an insurer, and that Subscriber assumes all risk for loss or injury to Subscriber's property or persons using and occupying the elevator. **ACT has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use including its communication line or services. Except as set forth in this agreement, ACT makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment and ACT shall not be liable for consequential, punitive, economic or non-economic damages.** Subscriber's exclusive remedy for ACT's default hereunder is to require ACT to repair or replace, at ACT's option, its communication line used to connect the elevator emergency communication device to the communication pathway. The parties do not intend that any warranty, express or implied, attach to the services to be provided by ACT under this agreement.

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

**21. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR ACT’S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ACT AS A RESULT OF ACT’S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ACT’S 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 ACT’S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ACT’S 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 ACT’S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, ACT’S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

**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 ACT is named as additional insured, proof of which shall be provided to ACT, and which shall on a primary and non-contributing basis cover any loss or damage ACT’s services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or ACT’s services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. ACT 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 ACT and its subcontractors for loss or damages caused by perils intended to be detected by ACT’s 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. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber’s premises. ACT 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, ACT will authorize Subscriber access. ACT 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 ACT shall have no liability for such third party unauthorized access. ACT 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. ACT 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.

**24. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a 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. ACT shall be permitted to access and make changes to the system’s operation on site and over the internet. If data storage is selected service, ACT shall store data received from Subscriber’s system for one year. Subscriber agrees that ACT shall have no liability for data corruption or inability to retrieve data even if caused by ACT’s 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 ACT and ACT has no responsibility for such access or IP address service. If system has remote access ACT 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. ACT 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, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. ACT 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.

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

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT TIME OF EXECUTION.

ACT SECURITY SERVICES LLC:

SUBSCRIBER:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature by Authorized Officer Title of Person Signing

\_\_\_\_\_  
Print Name Tax ID or EIN

\_\_\_\_\_  
Subscribers Email Address Phone Number

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

\_\_\_\_\_  
Signature (Name must be printed below) Social Security Number

\_\_\_\_\_  
Print Name Email Address