

1. The monitoring equipment at Subscriber's premises may or may not be the property of Kawartha Security Solutions and said system is to be kept in working order by Subscriber. Kawartha Security Solutions cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of Kawartha Security Solutions is to provide said services at the Monitoring Receiving Facility and to make sure that the Monitoring facility is and remains in proper working order. Kawartha Security Solutions, upon viewing an event at Subscriber's premises, shall make every reasonable effort to transmit notification of such event promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber MONITORING AGREEMENT and/or data changes received by Kawartha Security Solutions from the Subscriber, from time to time, unless there is just cause to assume that an emergency condition does not exist.

2. The Subscriber shall be responsible for the testing of all equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations and the authority having jurisdiction. Under no circumstances shall Kawartha Security Solutions be responsible or liable for malfunctions of, or relating to, any system on the Subscriber's premises.

3. Subscriber will pay any Village or Municipal permits or license fees as may be required.

4. Subscriber agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected. False alarm charges will be have a \$25 administrative charge added to the amount billed to Kawartha Security Solutions.

5. Contract Documents notwithstanding, in no event shall Kawartha Security Solutions be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if any party hereto has been advised of the possibility of such damages.

6. This Agreement may be canceled without previous notice, at the option of Kawartha Security Solutions, in the event Kawartha Security Solutions or Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of Kawartha Security Solutions, and may likewise be canceled at the option of Subscriber in the event that the local premises supervised are damaged or destroyed. Disclaimers: Kawartha Security Solutions shall not be responsible for any loss or damage sustained by the Subscriber, whether directly or indirectly, consequently or subsequently, arising from all or any of the following:

a. equipment failure of any nature or type, and whether such equipment is located on the premises, at the monitoring location, or at any other location related to the transmission of the images and or alarm signals to be monitored

b. communication failure, whether by way of failure of internet connection or service otherwise "going down", whether by power loss, interruption or failure of electricity, telecommunication lines or service, internet server connections or server equipment, internet virus or attack by way of internet connection or, whether in general, by any other cause whatsoever;

c. failure of the Subscriber to test or set any equipment required to be set or tested as specified under "Details of Service";

d. incorrect or inadequate identification or specification by the Subscriber of the events that are to produce alarms, and any resulting inadequate or inappropriate setting of the electronic imaging equipment;

e. incorrect verification of, or failure to verify, any alarm occurring at the Kawartha Security Solutions monitoring location;

f. failure of a Mobile Response or a response involving local police services to take place in a timely

fashion;

g. failure to make a response requiring some service described as 'Other Response' as specified in 'Details of Service'; or,

h. Acts of God, accident or chance.

7. Commencement: This Security Services Agreement, and any annual term specified under 'Rates', shall be deemed to commence on the date that Kawartha Security Solutions advises that the Monitoring Facilities are conducting remote video monitoring and/or burglar alarm monitoring ( may include fire and/or gas monitoring) of the premises.

8. Mobile Response: If an alarm is received, and if a Mobile Response is specified in the 'Details of Service', the Monitoring Facility, in their absolute discretion, may cause other personnel to attend on the premises by way of motor vehicle transport. Upon arrival at the premises, such other personnel may conduct searches of the premises, secure barriers and gates and, in general, do such other things as may be appropriate to see that the circumstances giving rise to an alarm are addressed. At any time, the Monitoring Facility or the Mobile personnel attending by way of Mobile Response are at liberty to call upon local police services to attend upon the premises but under no circumstances shall it be deemed that they are so obligated

9. Termination: This Security Services Agreement is "personal" to the Subscriber; and the sale, lease, transfer or other disposition of the premises does not effect a termination this Security Services Agreement. The Subscriber remains liable to Kawartha Security Solutions, notwithstanding the occurrence of any of the foregoing, until such time as this Security Services Agreement is terminated according to its terms.

a. This Security Services Agreement may be terminated:

b. In the case of a monthly rate, upon either the Subscriber or Kawartha Security Solutions giving fourteen (14) days' notice of termination to the other, such notice to be in writing;

c. In the case of an annual rate, upon either the Subscriber or Kawartha Security Solutions giving thirty (30) days' notice of termination to the other, such notice to be in writing; or,

d. Forth with, upon Kawartha Security Solutions giving notice that the Subscriber has not complied with any provision, term or condition of this Security Services Agreement.

10. Giving of Notice: Any notice required to be given to either party pursuant to this Security Services Agreement shall be effective if given, in writing, by delivery or by facsimile transmission accompanied by a printed report of the facsimile transmission, to the numbers or addresses given in the Information Sheet.

11. Should a conflict arise of terms and conditions between this Agreement and a purchase order it is agreed that this contract shall be supreme and binding.

12. In the event that the Subscriber fails or refuses to make payment for services furnished or to be furnished to the Subscriber, Kawartha Security Solutions will give the Subscriber at least 14 days notice of termination of such services to the Subscriber and, upon giving such notice, this Agreement and all of Kawartha Security Solutions's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the Agreement between Kawartha Security Solutions and the Subscriber and neither party hereto shall have any claim against the other.

13. Kawartha Security Solutions shall not be liable for any loss or damage caused by defects or deficiencies in the equipment nor shall Kawartha Security Solutions incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by Kawartha Security Solutions.

14. Kawartha Security Solutions shall not be obligated to perform any monitoring service hereunder during any time when data transmission equipment shall not be working since signals to the Monitoring Receiving Facility are received solely by means of such data transmission equipment.

15. Kawartha Security Solutions hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.

16. It is agreed that Kawartha Security Solutions is not an insurer and that it is not the intention of the parties that Kawartha Security Solutions assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract or for any loss or damage sustained through burglary, theft, robbery or other cause of any liability on the part of Kawartha Security Solutions by virtue of this Agreement or because of the relation hereby established, notwithstanding the above provisions at any time be or arise liability on the part of Kawartha Security Solutions by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of Kawartha Security Solutions or otherwise, such liability is and shall be limited to and fixed at the sum of fifty dollars (50.00) for liquidated damages. Such liabilities as herein set forth are fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. That in the event Subscriber desires Kawartha Security Solutions to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtaining full or limited liability by paying an additional amount under the graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of Kawartha Security Solutions and additional charges. That the rider and additional obligation shall in no way be interpreted to hold Kawartha Security Solutions as an insurer.

17. Subscriber hereby releases discharges and agrees to hold Kawartha Security Solutions harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by Subscriber, its agent or insurance company or by any other parties claiming under or through Subscriber. Subscriber agrees to indemnify Kawartha Security Solutions against, defend and hold Kawartha Security Solutions harmless from any claims for subrogation which may be brought against Kawartha Security Solutions by any insurer or insurance company or its agents or assigns, including payment of all damages, expenses, costs and attorneys fees.

18. It is the responsibility of the Subscriber to insure that the service and the notifications entered on the Subscriber's MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that form is signed by the Subscriber.

19. This Agreement is made and shall be governed by the laws of the Provinces of Ontario. Any additions or amendments to the Subscriber MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by both parties. No verbal agreements shall alter the above order.

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_