

TERMS AND CONDITIONS

1. **NOT INSURANCE--LIQUIDATED DAMAGES.** It is understood and agreed by and between the parties hereto that STI (hereinafter called "STI") is not an insurer and that this Agreement is not intended to be an insurance policy or substitute for an insurance policy. Insurance, if any, will be obtained by Subscriber. Charges are based upon the value of Subscriber's property or the property of others on Subscriber's premises. The amounts paid by Subscriber are not sufficient to warrant STI assuming any risk of consequential or other damages to Subscriber due to STI negligence or failure to perform. Subscriber does not desire this contract to provide for liability and Subscriber agrees that STI shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom, which the service is designated to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of STI to perform any of their respective obligations hereunder or the failure of the system to properly, operate with the resulting loss to Subscriber. If STI should be found liable for loss or damage due to a failure on the part of either party or the System, in any respect, such party's liability shall be limited to the refund to Subscriber in the amount equal to six (6) times the total monthly charge shown herein, or the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum is greater, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active or otherwise, of STI or their agents or employees. In the event Subscriber desired STI to assume greater liability for the performance of their services hereunder, a choice is hereby given of obtaining full or limited liability by paying an additional amount under a graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability for STI and the additional charge. The rider and additional obligation shall in no way be interpreted to hold STI as an insurer.
2. **LIMITATIONS OF LIABILITY.** STI does not represent or warrant that the System will prevent any loss by or through burglary, hold- up, fire or otherwise; or that the System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that STI is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, that STI has not made any representation or warranties, nor has Subscriber relied on any representation or warranties, expressed or implied, except as set forth herein and Subscriber acknowledges that he has read and understands this Agreement, particularly Paragraph 1 above which sets forth STI obligation and maximum liability in the event of any loss or damage to Subscriber.
3. **SUBSCRIBER RESPONSIBILITIES.** Subscriber agrees:
 - (a) To furnish to STI in writing and on a continuing basis, a list of names, and telephone numbers of persons authorized to enter Subscriber's premises during closed periods and/or to represent Subscriber in his absence.
 - (b) To notify STI of any alterations, remodeling, fixture or structural changes, and to bear the cost of changes in the system required as a result which are authorized by the Subscriber.
 - (c) To not tamper with, disturb, injure, misuse, abuse, remove or otherwise interfere with said System, nor to permit the same to be done, and to indemnify and pay to STI the cost of repair or replacement of any loss or damages to the System, including but not limited to loss by fire, earthquake, riot, vandalism, flood or other damage or destruction.
 - (d) To repair, maintain, service and/or assure the operation of any other property, system or any device of Subscriber or of others to which the System may be attached or connected, and to repair any portion of Subscriber's premises affected by the removal of all or part of the System.
 - (e) To provide uninterrupted 110 Volt A.C. power to location(s) through Subscriber's meter and at Subscriber's expense.
 - (f) To extend that the System is under Subscriber's control:
 - (1) To carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that STI is unable to detect such changes, and accordingly, that "walk-test" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained.
 - (2) To turn off or remove all things which are the source of air turbulence or a movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closed periods when the System is on.
 - (3) To refrain from causing false alarms through the carelessness of Subscriber or the malicious or accidental use of the System and to reimburse STI for payment of any false alarm fine, penalty or fee assessed against STI by any governmental agency or municipal agency as a result of such false alarms and, in addition, to bear the expense of the cost of any STI or Dealer response to such false alarms.
 - (g) In the event that STI receives unauthorized or false signals to its monitoring station from Subscriber's premises, STI may give notice to Subscriber of these signals. If the unauthorized or false signals are not corrected promptly after such notice, Subscriber agrees that STI shall have the right to enter the Premises where the System is located for the purpose of removing or disconnecting the System. In the event that Subscriber fails to provide STI access to the premises for this purpose, the Subscriber shall be liable for all costs and expenses, including attorney's fees, incurred STI in its attempt to prevent the unauthorized or false signals.
4. **SUBSCRIBER AUTHORIZATIONS.** Subscriber hereby authorizes and empowers STI, its agents or assigns to:
 - (a) Report to the proper authorities any person or persons, on or about the premises not authorized by Subscriber to enter the premises of Subscriber during the closed periods, and in such case, Subscriber agrees to indemnify and hold STI harmless against any liability or expense resulting from such action on the part of STI or its representatives in carrying out the aforesaid instructions.
 - (b) In the event of any default by Subscriber, or upon any termination of this Agreement, enter the premises where said System is located for the purpose of removing all or part of the System.
 - (c) And in the event STI shall be called to turn off the System at any time, by any public officer or official, Subscriber hereby authorizes or appoints STI or its agent, to turn off the System and further agrees to hold STI harmless and to indemnify STI from any damages, loss or liability which may result from turning off the System by STI.
 - (d) The right to assign all or any part of this contract or to subcontract any obligations under this contract without approval or notice. Subscriber cannot assign this contract without prior written consent from STI.
5. **NO REPRESENTATIONS BY STI.**
 - (a) Subscriber acknowledges that STI has made no representations or warranties, expressed or implied, to Subscriber concerning the Protective Signaling equipment installed on Subscriber's premises or the suitability of such equipment for the purposes intended by Subscriber.
 - (b) Subscriber agrees that STI is not liable to Subscriber for any duties or obligations to Subscriber or for any representations or warranties, expressed or implied, whether arising under this Agreement, under any other Agreement or by operation of law.
6. **STI APPROVAL REQUIRED FOR CHANGES.** STI shall have no obligation to provide monitoring services under this Agreement if the Subscriber moves the System to a different address, modify the system or make any other change that affects the performance by STI of its duties under this Agreement. However, if STI agrees to any change in writing, STI shall continue to provide the services described in this Agreement.
7. **DEFAULT OR TERMINATION.** In the event Subscriber defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of STI. In addition, Subscriber agrees to pay STI all sums to which STI may be entitled under the law by virtue of said default, including reasonable attorney's fees, Removal of the System by STI as authorized pursuant to Paragraph 4C of this Agreement, shall not be considered a breach by STI of this Agreement or waiver of STI's rights to such damages to which it may be entitled under the law.
8. **SUBROGATION.** Subscriber does hereby for himself and any parties claiming under him, release and discharge STI from and against all hazards covered by Subscriber's insurance, and all claims against STI arising out of such hazards, including any rights of subrogation by Subscriber's insurance carrier which are hereby waived by Subscriber, and Subscriber shall promptly so notify its insurance carrier.
9. **THIRD PARTY INDEMNIFICATION.** In the event any person not a party to this Agreement shall file any claim against STI for any reason whatsoever, related to the installation, maintenance, operation, misoperation, or non-operation of the System, Subscriber agrees to indemnify, defend, and hold STI harmless from any and all claims including the payment of all damages, expenses, costs and attorney's fees.
10. **ENTIRE UNDERSTANDING.** This Agreement contains the entire understanding of the parties and supersedes any other oral or written agreements or representations.