

2017-0224



ACT Security, Inc.
INSPECTION AND SERVICE AGREEMENT

511 Fairground Court, Nashville, TN 37211 | 1-615-333-6300 | www.actsecurity.net

ACT # 98002
CS. No.
Cust. No.
Job No.

Installation Location			Billing Information		
Name City of Franklin-City Hall			Name City of Franklin		
Street 109 3rd Avenue South			Street 109 3rd. Avenue South Suite 130		
City Franklin	State TN	Zip 37064	City Franklin	State TN	Zip 37064
Premises Type <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial			Billing Email brad.wilson@franklintn.gov		
Contact Name Brad Wilson			Billing Phone 615-550-6628 <input type="checkbox"/> Cell <input checked="" type="checkbox"/> Work		
Contact Email brad.wilson@franklintn.gov			Contact Phone 615-557-7328 <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work		

Inspection			
Qty	Description	<input type="checkbox"/> Lease (commercial only)	<input type="checkbox"/> Purchase
1	Annual Fire Alarm Inspection		
	A reminder notification from ACT Security to schedule will be sent via email.		
		Installation	Charges
		Total Installation Charges	\$ 0.00
		50% Deposit Due with agreement	\$ 0.00
		Balance Due upon installment	
		Notes	

Service		
	Charges	Billing Cycle
<input checked="" type="checkbox"/> Fire Inspections (no repairs)	524.75	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Service Plan / Maintenance Plans		<input type="checkbox"/> Semi-Annually
Total Initial Monthly Service Charge		<input checked="" type="checkbox"/> Annually

TERM AND RENEWAL:The initial term of this Agreement is for three (3) years and shall renew for two successive terms of twelve (12) months if agreed to in writing by both parties no later than thirty (30) day prior to the expiration of the current term.

Agreement & Authorization

By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this four (4) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.

FOR RESIDENTIAL SALES WHERE THE SALE IS MADE FACE TO FACE, CUSTOMER ACKNOWLEDGES RECEIVING TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM AND THE FOLLOWING NOTICE: "YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first written below.

Company	Customer
Submitted By Sandi Scott ACT Security, Inc. Representative	Customer Signature <i>Eric S. Stuckey</i>
	Customer Name (PRINT) ERIC S. STUCKEY
Approved By* <i>[Signature]</i> Authorized ACT Security, Inc. Representative	Title (COMMERCIAL ONLY)
	Date 9-25-17

*Binding on Company only when (1) signed by an Authorized ACT Security, Inc. Representative; or (2) on the date when Company first provides Services checked above



ACT Services, LLC
MONITORING AGREEMENT

511 Fairground Court, Nashville, TN 37211 | 1-615-333-6300 | www.actsecurity.net

ACT # 98002
CS No.
Cust No.
Job No.

Customer Information					
Secured Premises Address			Billing Address		
Name City of Franklin-City Hall			Name City of Franklin		
Street 109 3rd Avenue South			Street 109 3rd. Avenue South Suite 130		
City Franklin	State TN	Zip 37064	City Franklin	State TN	Zip 37064
County Williamson			Billing Email brad.wilson@franklintn.gov		
Premises Type <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial			Phone 1 615-550-6628 <input type="checkbox"/> Cell <input checked="" type="checkbox"/> Work		
Landline Phone 1. 615-794-2513 <input type="checkbox"/> None			Phone 2 615-557-7328 <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work		

Services to be Provided (check all that apply)	Monthly Charges	Billing Cycle
<input checked="" type="checkbox"/> Monitoring: <input type="checkbox"/> Burglar <input checked="" type="checkbox"/> Fire <input type="checkbox"/> Medical <input type="checkbox"/> CO <input type="checkbox"/> Water <input type="checkbox"/> Other	\$ 80.00	Payable in Advance: <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input checked="" type="checkbox"/> Annually \$ 960.00
<input type="checkbox"/> Standard (plain phone line)		
<input type="checkbox"/> Two Way		<input type="checkbox"/> Alternative signaling service is declined.
<input type="checkbox"/> UL Fire (includes 37 signals per month/excess signals at \$0.20 per signal)		
<input type="checkbox"/> Internet		
<input checked="" type="checkbox"/> Cellular: Need release EST panel		
<input type="checkbox"/> Radio		Customer Signature _____
<input type="checkbox"/> Timer Test: <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly		
<input type="checkbox"/> Interactive Service Plans:		
<input type="checkbox"/> Managed Access Control		
▪ Initially based on _____ cards at \$ _____ per card		
▪ Adjusted quarterly for actual used		
Total Initial Monthly Service Charges	\$ 80.00	

Agreement & Authorization

TERM AND RENEWAL: The initial term of this Agreement is for three (3) years and shall renew for two successive terms of twelve (12) months if agreed to in writing by both parties no later than thirty (30) day prior to the expiration of the current term.

By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.

FOR RESIDENTIAL SALES WHERE THE SALE IS MADE FACE TO FACE, CUSTOMER ACKNOWLEDGES RECEIVING TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM AND THE FOLLOWING NOTICE: "YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first written below.

Company	Customer
Submitted By ACT Services, LLC Sandi Scott Representative	Customer Signature <i>Eric S. Stuckey</i>
	Customer Name (PRINT) ERIC S. STUCKEY
Approved By* <i>[Signature]</i> Authorized ACT Services, LLC Representative	Title (COMMERCIAL ONLY)
	Date 9-25-17

*Binding on Company only when (1) signed by an Authorized ACT Services, LLC Representative; or (2) on the date when Company first provides Services checked above



ACT Services, LLC
DISPATCH INFORMATION

511 Fairground Court, Nashville, TN 37211 | 1-615-333-6300 | www.actsecurity.net

ACT # 98002
CS No.
Cust No.
Job No.

Customer Information			
Secured Premises Address			
Name		Account Type <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> UL	
Street		Consultant	
City	State	Zip	Permit #
Nearest Cross Street		Panel Type EST 3	
Subdivision		Time Zone <input type="checkbox"/> ET <input checked="" type="checkbox"/> CT <input type="checkbox"/> MT <input type="checkbox"/> PT	
Landline Phone		<input type="checkbox"/> None	
Email brad.wilson@franklintn.gov		Timer Test <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	
		AC Failure <input type="checkbox"/> Normal <input type="checkbox"/> Critical	

Password (enter 3-10 characters in space provided) C I T Y H A L L

Verbal Duress Code

Local Emergency Response Call List		
Police	Fire	Medical

Emergency Call List			
Contact Names (in order of preference)		Phone Number	
1. Jim Maxwell		(615) 483-5607	<input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work
Email jim.maxwell@franklintn.gov		()	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
2. Kevin Failey		(615) 347-8679	<input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work
Email kevin.failey@franklintn.gov		()	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
3. Brad Wilson		(615) 557-7328	<input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work
Email brad.wilson@franklintn.gov		()	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
4.		()	<input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work
Email		()	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
5.		()	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
Email		()	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work

Notes (special instructions)

Customer Authorization	
Customer Signature <i>Eric S. Strubbe</i>	
Date 9-25-17	Title (commercial only)

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation and Monitoring Agreement. "Agreement" shall refer to this Installation and Monitoring Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include ACT Services LLC., its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay Company the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial three (3) year term of this Agreement and any renewal term. Payment will be due thirty (30) days after invoice date. Following the initial three (3) year term, this Agreement shall automatically renew for two successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

6. INDEMNIFICATION AND SUBROGATION WAIVER. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System, especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Takeover Systems. If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If

IMPORTANT TERMS AND CONDITIONS

Customer's Pre-existing System is connected to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Preexisting System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

9. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; (C) provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

10. Interactive Services. If Customer purchased Interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable system or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Tests. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component of the System or ensure that it is functioning properly and as intended; rather, again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the Installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc. .

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within thirty (30) days of when due; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with any of the other terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law Company may do any or all of the following with notice 1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement. (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements. In the event of any dispute the prevailing party shall be entitled to recover, its reasonable attorney's fees & costs.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days

IMPORTANT TERMS AND CONDITIONS

after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission

connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company with consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

20. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Williamson County, Tennessee. If the Chancery court sitting within Williamson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee.

21. License Numbers. ACT Security, Inc. TN Alarm # C-0357