

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

LG

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 1/1/2022

Subscriber's Name: Glen Cove Youth Center

* Telephone No.: _____

Address: 128-B Glen Street, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Proposal of Equipment and Services**.

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Check Services Provided:

☒ Monitoring Center Services ☒ Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control

☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption

☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full upon termination TSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's 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 not furnished by TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 38.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

☐ (i) Subscriber agrees to pay TSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at time of service. Subscriber is not obligated to call TSS for per call service and TSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TSS during warranty period relieves TSS of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: _____ INITIAL HERE**

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming

☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval

☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL / CANCELLATION:** The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS 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 TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 TSS and are not maintained by TSS except TSS may own the radio network, and TSS 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS 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 TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, 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 alarm system is sending excessive false alarms or runaway signals. 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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. Internet access is not provided by TSS and TSS has no responsibility for such access or IP address service. TSS 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 Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. 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. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS 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. TSS 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. TSS 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.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TSS is not the manufacturer of the equipment and other than TSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, **TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages.** TSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 security equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, 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 TSS'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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an Insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS'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.

20. 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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS'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, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS'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.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'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 TSS'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 TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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 TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 Monitoring Center of TSS.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average (three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response 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 TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TSS a security interest in the security equipment installed by TSS and TSS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TELSTAR SECURITY SYSTEMS, INC.:

By: _____

Signature

SUBSCRIBER:

x

Subscriber: Signature by Authorized Officer

Title of Person Signing

x

Print Name of Subscriber

Subscriber's Email Address: _____

x

Tax ID or EIN

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

x

Signature (Name Must Be Printed Below) SS#

x

Print Name

Residence Address

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/15/2022

Subscriber's Name: Glen Cove Senior Center

Telephone No.: _____

Address: 130 Glen Street, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Proposal of Equipment and Services**.

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Check Services Provided:

- ☒ Monitoring Center Services ☒ Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control
☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption
☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full upon termination TSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's 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 not furnished by TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 38.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

☐ (i) Subscriber agrees to pay TSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at time of service. Subscriber is not obligated to call TSS for per call service and TSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TSS during warranty period relieves TSS of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: _____ INITIAL HERE**

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL / CANCELLATION:** The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS 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 TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 TSS and are not maintained by TSS except TSS may own the radio network, and TSS 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS 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 TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, 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 alarm system is sending excessive false alarms or runaway signals. 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: TSS is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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. Internet access is not provided by TSS and TSS has no responsibility for such access or IP address service. TSS 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 Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. 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. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS 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. TSS 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. TSS 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.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TSS is not the manufacturer of the equipment and other than TSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 security equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, 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 TSS'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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS'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.

20. 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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS'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, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS'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.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'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 TSS'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 TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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 TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 Monitoring Center of TSS.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response 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 TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TSS a security interest in the security equipment installed by TSS and TSS is authorized to file a financing statement.


30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TELSTAR SECURITY SYSTEMS, INC.:

By: 
Signature

SUBSCRIBER:

X _____
Subscriber: Signature by Authorized Officer Title of Person Signing

X _____
Print Name of Subscriber

X Subscriber's Email Address: _____

X _____
Tax ID or EIN

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

X _____
Signature (Name Must Be Printed Below) SS#

X _____
Print Name Residence Address

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/15/2022

Subscriber's Name: Glen Cove Harbor Patrol

Telephone No.: _____

Address: 76A Shore Road, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Proposal of Equipment and Services**.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☒ Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control
☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption
☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full upon termination TSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's 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 not furnished by TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 33.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

☐ (i) Subscriber agrees to pay TSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at time of service. Subscriber is not obligated to call TSS for per call service and TSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TSS during warranty period relieves TSS of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: INITIAL HERE**

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe):

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. TERM OF AGREEMENT / RENEWAL/CANCELLATION: The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS 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 TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 TSS and are not maintained by TSS except TSS may own the radio network, and TSS 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS 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 TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, 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 alarm system is sending excessive false alarms or runaway signals. 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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. Internet access is not provided by TSS and TSS has no responsibility for such access or IP address service. TSS 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 Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. 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. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS 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. TSS 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. TSS 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.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TSS is not the manufacturer of the equipment and other than TSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 security equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, 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 TSS'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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS'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.

20. 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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS'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, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS'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.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'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 TSS'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 TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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 TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearings. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 Monitoring Center of TSS.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response 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 TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TSS a security interest in the security equipment installed by TSS and TSS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TELSTAR SECURITY SYSTEMS, INC.:

By: 
Signature

SUBSCRIBER:

x _____
Subscriber: Signature by Authorized Officer Title of Person Signing

x _____
Print Name of Subscriber

x Subscriber's Email Address: _____

x _____
Tax ID or EIN

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

x _____
Signature (Name Must Be Printed Below) SS#

x _____
Print Name Residence Address

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/15/2022

Subscriber's Name: Glen Cove City Hall 3rd Floor

X Telephone No.: _____

Address: 9-13 Glen Street, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Proposal of Equipment and Services**.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

☒ Monitoring Center Services ☒ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control

☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption

☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's 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 not furnished by TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included: SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 38.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

☒ (i) Subscriber agrees to pay TSS on a per call basis, at the rate of \$105.00 per man hour. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at time of service. Subscriber is not obligated to call TSS for per call service and TSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TSS during warranty period relieves TSS of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: _____ INITIAL HERE**

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming

☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval

☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL / CANCELLATION:** The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS 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 TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 TSS and are not maintained by TSS except TSS may own the radio network, and TSS 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS 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 TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, 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 alarm system is sending excessive false alarms or runaway signals. 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TSS, the equipment will transmit data via Subscriber's high speed internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's internet or wireless connection device which is compatible with TSS's remote services. TSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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. Internet access is not provided by TSS and TSS has no responsibility for such access or IP address service. TSS 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 Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS shall have remote internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and internet access.

11. 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. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS 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. TSS 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. TSS 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.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TSS is not the manufacturer of the equipment and other than TSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS's skill or judgment in selecting or furnishing a system suitable for an particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 security equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, 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 TSS'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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS'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.

20. 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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS'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, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS'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.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'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 TSS'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 TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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 TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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 AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 Monitoring Center of TSS.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response 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 TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TSS a security interest in the security equipment installed by TSS and TSS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TELSTAR SECURITY SYSTEMS, INC.:

By: _____

Signature

SUBSCRIBER:

X

Subscriber: Signature by Authorized Officer

Title of Person Signing

X

Print Name of Subscriber

X

Subscriber's Email Address: _____

X

Tax ID or EIN

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

X

Signature (Name Must Be Printed Below) SS#

X

Print Name

Residence Address

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/15/2022

Subscriber's Name: Glen Cove City Hall 1st Floor

☒ Telephone No.: _____

Address: 9-13 Glen Street, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Proposal of Equipment and Services.

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Check Services Provided:

- ☒ Monitoring Center Services ☒ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control
☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption
☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's 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 not furnished by TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 36.00 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

☒ (i) Subscriber agrees to pay TSS on a per call basis, at the rate of \$105.00 per man hour. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at time of service. Subscriber is not obligated to call TSS for per call service and TSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TSS during warranty period relieves TSS of any further obligations under the Limited Warranty. Subscriber to initial for per call service option: **INITIAL HERE**

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) **INSPECTION AND TESTING:** Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) **SELF-MONITORING:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL / CANCELLATION:** The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS 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 TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 TSS and are not maintained by TSS except TSS may own the radio network, and TSS 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS 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 TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, 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 alarm system is sending excessive false alarms or runaway signals. 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 TSS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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. Internet access is not provided by TSS and TSS has no responsibility for such access or IP address service. TSS 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 Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. 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. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS 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. TSS 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. TSS 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.

LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TSS is not the manufacturer of the equipment and other than TSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 security equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any

lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

17. LIEN LAW: TSS or any subcontractor engaged by TSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, 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 TSS'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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS'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.

20. 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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS'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, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS'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.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'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 TSS'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 TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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 TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

23. TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 Monitoring Center of TSS.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response 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 TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TSS a security interest in the security equipment installed by TSS and TSS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27.. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TELSTAR SECURITY SYSTEMS, INC.:

By: _____

Signature

SUBSCRIBER:

X

Subscriber: Signature by Authorized Officer

Title of Person Signing

X

Print Name of Subscriber

X

Subscriber's Email Address: _____

X

Tax ID or EIN

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

X

Signature (Name Must Be Printed Below) SS#

X

Print Name

Residence Address

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/15/2022

Subscriber's Name: City of Glen Cove Water Department

X Telephone No.: _____

Address: 9-13 Glen Street, Glen Cove NY 11542

Cell Phone No.: _____

1. TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services. Accounts included in standard commercial security agreement are as follows:

- Glen Cove Water Department - 20 Nancy Court
- Glen Cove Water Department - 105 Duck Pond Road (Well 32 & GAC Building)
- Glen Cove Water Department - 105 Duck Pond Road (Pump Station)
- Glen Cove Water Department - 6 Kelly Street
- Glen Cove Water Department - 68 McLoughlin Street (Water Tower)

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☒ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras ☐ Access Control
☐ Access Control Administration ☐ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Cyber Security: Compliant Encryption
☐ Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TSS / TITLE TO EQUIPMENT: Provided Subscriber performs this agreement for the full term, upon termination TSS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's 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 not furnished by TSS. TSS's signs and decals remain the property of TSS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☐ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) MONITORING CENTER CHARGES: Subscriber agrees to pay TSS:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 38.00 per month for the monitoring of the GC Water Dept. - 20 Nancy Court for the term of this agreement

The sum of \$ 38.00 per month for the monitoring of the GC Water Dept. - 105 Duck Pond Rd (Well 32 & GAC Building) for the term of this agreement

The sum of \$ 38.00 per month for the monitoring of the GC Water Dept. - 105 Duck Pond Road (Pump Station) for the term of this agreement

The sum of \$ 38.00 per month for the monitoring of the GC Water Dept. - 6 Kelly Street for the term of this agreement

The sum of \$ 38.00 per month for the monitoring of the GC Water Dept. - 68 McLoughlin Street (Water Tower) for the term of this agreement

(b) SERVICE (Select i or ii)

☒ (i) Subscriber agrees to pay TSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at time of service. Subscriber is not obligated to call TSS for per call service and TSS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TSS during warranty period relieves TSS of any further obligations under the Limited Warranty. Subscriber to initial for per call service option: _____

☐ (ii) Subscriber agrees to pay TSS for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

☐ (c) INSPECTION AND TESTING: Subscriber agrees to pay TSS \$ _____ per month for the term of this agreement for inspection service. If this option is selected TSS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TSS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ (d) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TSS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TSS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING: Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☐ (f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) GUARD RESPONSE: Subscriber agrees to pay TSS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

☐ (h) SELF-MONITORING: Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

☐ (i) CYBER SECURITY: COMPLIANT ENCRYPTION: Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.

☐ IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

5. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TSS 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 TSS. 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 TSS or TSS's designee Monitoring Center and TSS 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 TSS and are not maintained by TSS except TSS may own the radio network, and TSS 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 TSS 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, TSS 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 TSS's notification obligation. All changes and revisions shall be supplied to TSS in writing. Subscriber authorizes TSS 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 TSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TSS \$90.00 for each such service. TSS may, without prior notice, suspend or terminate its services, in TSS's sole discretion, 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 alarm system is sending excessive false alarms or runaway signals. 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 TSS.

7. **REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TSS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

8. **SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TSS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TSS or Subscriber's Internet or wireless connection device which is compatible with TSS's remote services. TSS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TSS has no control. The remote services server is provided either by TSS or a third party. TSS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TSS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST] or any other established criteria for encryption and TSS shall have no liability for access to the alarm system by others.

9. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TSS 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, TSS will authorize Subscriber access. TSS 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 TSS shall have no liability for such third party unauthorized access. TSS 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. TSS 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.

10. **ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TSS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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. Internet access is not provided by TSS and TSS has no responsibility for such access or IP address service. TSS 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 Access Control Administration is selected as a service to be provided TSS will maintain the data base for the operation of the Access Control System. Subscriber will advise TSS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TSS regarding personnel access must be in writing via email or fax to addresses designated by TSS. TSS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. **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. TSS 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, TSS shall store data received from Subscriber's system for one year. TSS shall have no liability for data corruption or inability to retrieve data even if caused by TSS'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 TSS and TSS has no responsibility for such access or IP address service. If system has remote access TSS 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. TSS 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. TSS 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.

12. **GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, TSS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TSS to station its guard at the premises for more than 30 minutes, and TSS has sufficient personnel to provide such service, and TSS makes no such representation that its personnel will be available, then Subscriber agrees to pay TSS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TSS to provide extended guard service by email, text or recorded conversation to TSS at the time request is made and TSS is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TSS is not the manufacturer of the equipment and other than TSS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TSS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty

does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS's breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TSS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TSS 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 TSS'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 TSS, TSS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TSS 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 TSS on less than 24 hour notice to TSS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TSS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TSS for such service or material.

15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, 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 security equipment and to notify TSS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TSS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TSS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TSS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TSS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TSS, evidencing that warranty service was requested by Subscriber.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TSS's written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS's sole discretion for the installation and service of the security system, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

19. LIEN LAW: TSS or any subcontractor engaged by TSS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, 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 TSS'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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TSS's services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS'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.

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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS'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, system or TSS's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS'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. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TSS'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TSS'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 TSS'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 TSS'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 TSS'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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 TSS 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. 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 New

York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS 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.

25. **TSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS'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 Monitoring Center of TSS.

26. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify TSS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TSS discovers the presence of suspected asbestos or other hazardous material, TSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TSS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TSS, in its sole discretion, determines that continuing the work poses a risk to TSS or its employees or agents, TSS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TSS for all services rendered and material provided to date of termination. TSS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS's counsel and expert witness fees.

28. **FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TSS for any fees or fines relating to permits or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response 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 TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. **SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants TSS a security interest in the security equipment installed by TSS and TSS is authorized to file a financing statement.


30. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize TSS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TELSTAR SECURITY SYSTEMS, INC.:

SUBSCRIBER:

By: 
Signature

Subscriber: Signature by Authorized Officer _____ Title of Person Signing _____

Print Name of Subscriber _____

Subscriber's Email Address: _____

Tax ID or EIN _____

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) SS# _____

Print Name _____ Residence Address _____

TELSTAR SECURITY SYSTEMS, INC.
10 Shore Road
Glen Cove, New York 11542
(516) 676-7700

STANDARD FIRE ALARM AGREEMENT

Subscriber's Name: Glen Cove Senior Center

Address: 130 Glen Street, Glen Cove NY 11542

Email: _____

SALE AND INSTALLATION

TELSTAR SECURITY SYSTEMS, INC. (hereinafter referred to as "TSS" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services for included equipment, sale and installation charges.** Passcode to software remains the property of TSS. Software programmed by TSS is the intellectual property of TSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. TSS' signs and decals remain the property of TSS and must be removed upon termination of this agreement.

☐ Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of TSS.

☐ Check if Fire Alarm System to Code:

Initial here _____ If fire alarm system is to be installed pursuant to filed plans and specifications filed by _____
filed with and approved by Authority Having Jurisdiction [AHJ].

☐ Check if system includes Area of Refuge two way communication system. If this service is included TSS will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

☐ Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, TSS makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not TSS' responsibility to apply for any permits or fees in connection with such equipment. The law requires and TSS recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by TSS are not additional equipment which would require AHJ approval. TSS may in its sole discretion notify AHJ if TSS' services are to be terminated or have terminated or that the fire alarm system is not functioning and TSS is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☐ Monthly ☒ Quarter Annually ☐ Semi-Annually ☐ Annually

☒ **1. MONITORING CHARGES:**

Subscriber agrees to pay TSS the sum of \$ 43.00 per month for the monitoring of the FIRE ALARM system for the term of this agreement

2. SERVICE CHARGES: (Select a or b)

☐ (a) Subscriber agrees to pay TSS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TSS for all parts and labor at the time of service. Subscriber to initial for per call service option: _____

☐ (b) **REPAIR SERVICE PLAN:** Subscriber agrees to pay TSS the sum of \$ _____ per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in the Repair Service Plan and will be repaired or replaced at Subscriber's expense payable at time of service.

☒ **3. INSPECTIONS: SYSTEMS TO BE INSPECTED:** ☒ Fire Alarm ☐ Area of Refuge ☐ In-Building Wireless Communication. Subscriber agrees to pay TSS yearly, for annual fire alarm system inspection service. If this option is selected TSS will make 1 inspection(s) of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. TSS will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which TSS has no responsibility or liability.

☐ **4. MONITORING CENTER CERTIFICATE:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected TSS will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay TSS for any inspections or required changes at TSS' then prevailing rates.

☐ **5. RUNNER SERVICE:** Subscriber agrees to pay TSS the sum of \$ _____ per month for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected TSS' Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of TSS' ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue TSS 2 sets of all keys necessary for TSS to enter into all locked areas of Subscriber's location. Subscriber agrees to pay TSS for any additional Runs at TSS' then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once TSS is on site.

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.**

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, TSS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of TSS or its Monitoring Center and TSS 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 which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of TSS and are not maintained by TSS except TSS may own the radio network and TSS shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish TSS with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List TSS 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 TSS' notification obligation. All changes and revisions to the account information shall be supplied to TSS in writing. Subscriber authorizes TSS to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests TSS to reprogram system functions remotely, Subscriber shall pay TSS \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at TSS' customary charges. TSS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay \$225.00 per call.

7. TERM OF AGREEMENT / RENEWALS / CANCELLATION: The term of this agreement shall be for a period of one year and shall automatically renew month-to-month thereafter under the terms and conditions existing at the expiration of the agreement. Either party may cancel this agreement upon sixty (60) days written notice to the other whereupon this agreement shall have no further force or effect. After the expiration of one year intervals from the date hereof, TSS shall be permitted to increase all charges by an amount not to exceed the CPI for the preceding calendar year. . . Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

8. **INCREASES OF MONTHLY CHARGE:** After the expiration of one year from the date hereof TSS shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

9. **ALARM EQUIPMENT REMAINS PERSONAL PROPERTY:** All equipment and material installed by TSS shall remain Subscriber's personal property and shall not be considered or deemed 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 not furnished by TSS.

10. **EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, TSS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TSS reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. TSS' warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. TSS is not the manufacturer of the equipment and other than TSS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TSS makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and TSS shall not be liable for consequential damages. TSS does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. TSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TSS. TSS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by TSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TSS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TSS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TSS' breach of this agreement or negligence to any degree under this agreement is to require TSS to repair or replace, at TSS' option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If TSS is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement.

11. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** TSS 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 TSS' 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 TSS, TSS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TSS 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 TSS on less than 24 hour notice to TSS. If installation is delayed for more than one year from date hereof through no fault of TSS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. TSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TSS' sole discretion for the installation and service of the equipment, and TSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

12. **REPAIR SERVICE:** The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify TSS if any equipment is in need of repair. TSS shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, TSS shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

13. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TSS.

14. **SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse TSS for any fees or fines relating to permits, code compliance or false alarms. TSS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should TSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TSS for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of TSS assigned by TSS to perform any service for or on behalf of Subscriber for a period of two years after TSS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TSS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with TSS, times twelve, together with TSS' counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which TSS is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons TSS requiring any services or appearances, Subscriber agrees to pay TSS \$150 per hour for such services and appearances. Subscriber shall reimburse TSS for any Monitoring Center charges for excessive signals.

15. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TSS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by TSS' performance, negligent performance, 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. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TSS or TSS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TSS, which shall not unreasonably be withheld. TSS 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.

16. **EXCULPATORY CLAUSE:** TSS and Subscriber agree that TSS is not an insurer and no insurance coverage is offered herein. The fire alarm and TSS' services are designed to detect and reduce certain risks of loss, though TSS does not guarantee that no loss or damage will occur. TSS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party 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, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TSS' 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. Subscriber releases TSS from any claims for contribution, indemnity or subrogation.

17. **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 TSS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TSS' 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, system or TSS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TSS 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 TSS and its subcontractors for loss or damages caused by perils intended to be detected by TSS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

18. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR TSS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TSS AS A RESULT OF TSS' BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENCE FAILURE TO PERFORM ANY OF TSS' 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 TSS' 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 TSS' 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 TSS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TSS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

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

19. **LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by TSS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TSS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TSS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TSS, 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event TSS retained ownership of the communication system and Subscriber breaches this agreement TSS may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% of the amount specified as the agreed value of the communication system. TSS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TSS in respect to 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. In order to secure all indebtedness or liability of Subscriber to TSS, Subscriber hereby grants TSS a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and TSS may execute and file UCC-1 statement. The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by TSS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TSS 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, UNDER ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, 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, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. 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 New York, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TSS' principal place of business is located or Nassau County, New York.

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.

20. **TSS' RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that TSS is authorized and permitted to subcontract any services to be provided by TSS to third parties who may be independent of TSS, and that TSS shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints TSS to act as Subscriber's agent with respect to such third parties, except that TSS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TSS' 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 Monitoring Center of TSS.

21. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH:** Subscriber shall notify TSS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TSS discovers the presence of suspected asbestos or other hazardous material TSS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TSS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TSS, in its sole discretion, determines that continuing the work poses a risk to TSS or its employees or agents, TSS may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate TSS for all services rendered and material provided to date of termination. TSS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TSS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. TSS shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

22. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. 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 AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

TELSTAR SECURITY SYSTEMS, INC.:

By: _____

Signature

Dated: 3/15/2022

SUBSCRIBER:

X

Subscriber: Signature by Authorized Officer

Print Name

X

Tax ID or EIN

Address

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

Residence Address

Enterprise Update Statement

Enterprise Agreement Number 5267864

Enrollment Number 5155737

Company Name City of Glen Cove

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- ☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

Customer/Government Partner (as applicable)
Name of Entity* City of Glen Cove
Signature*
Printed Name*
Printed Title*
Signature Date*

* indicates required fields



Program Signature Form

MBA/MBSA number

U6809250

5-0000008298343

Agreement number

5267864

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment	CTM (NYS001)
Enrollment Product Selection form	1171550.005(New)
Amendment	W29(New)
Amendment	M97(New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Glen Cove
Signature* _____
Printed First and Last Name* Pamela Panzenbeck
Printed Title Mayor
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000114006870.1	Sales Rep	Krystal Zidek
Total	\$25,150.26	Phone	(800) 456-3355, 6177167
Customer #	102092618	Email	Krystal_Zidek@Dell.com
Quoted On	Mar. 08, 2022	Billing To	WILLIAM ARCHAMBAULT
Expires by	Apr. 01, 2022		NY-L CITY OF GLEN COVE
Contract Name	OGS Microsoft Agreement - NY		9 GLEN ST
Contract Code	C000000457014		GLEN COVE, NY 11542
Customer Agreement #	PS68202		
Solution ID	.		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Krystal Zidek

Shipping Group

Shipping To	Shipping Method
WILLIAM ARCHAMBAULT NY-L CITY OF GLEN COVE 9 GLEN ST GLEN COVE, NY 11542 (516) 676-2108	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	\$82.04	67	\$5,496.68
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$228.53	86	\$19,653.58
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	153	\$0.00

Subtotal:	\$25,150.26
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$25,150.26
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$25,150.26
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Shipping Group Details

Shipping To

WILLIAM ARCHAMBAULT
NY-L CITY OF GLEN COVE
9 GLEN ST
GLEN COVE, NY 11542
(516) 676-2108

Shipping Method

Standard Delivery

		Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER	\$82.04	67	\$5,496.68

MONTHLY SUBLIC ALL LANGS

Estimated delivery if purchased today:
Mar. 28, 2022
Contract # C000000457014
Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER	AC014833	-	67	-
MONTHLY SUBLIC ALL LANGS				

		Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER	\$228.53	86	\$19,653.58

ALL LANG

Estimated delivery if purchased today:
Mar. 28, 2022
Contract # C000000457014
Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER	AC014834	-	86	-
ALL LANG				

		Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT	\$0.00	153	\$0.00

GCC SUB

Estimated delivery if purchased today:
Mar. 28, 2022
Contract # C000000457014
Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT	AC014868	-	153	-
GCC SUB				

Subtotal:	\$25,150.26
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$25,150.26

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



D&B ENGINEERS AND ARCHITECTS

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

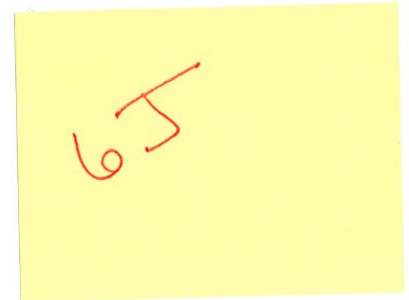
Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

February 25, 2022

Louis Saulino, P.E., Director
City of Glen Cove
Department of Public Works
9 Glen Street
Glen Cove, NY 11542



Re: Proposal for 2022 Stormwater Management Program Services
MS4 Permit Compliance Activities

Dear Mr. Saulino:

D&B Engineers and Architects (D&B) is pleased to provide this proposal to continue assisting the City in maintaining its mandated compliance with the New York State Department of Environmental Conservation (DEC) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).

STATUS OF REGULATIONS

As you are aware, the current MS4 General Permit has been continuously administratively extended with only minimal changes for the past 10+ years. In order to conform with the current Federal and State stormwater rule making, DEC recently made the Draft MS4 General Permit update (GP-0-22-002) available for public comment. GP-0-22-002 provides significant changes emphasizing documentation, information gathering, mapping and evaluating existing programs. GP-0-22-002 contains the Stormwater Management Program (SWMP) terms and conditions, Minimum Control Measures, and related requirements, including specific tasks, performance requirements, schedules for implementation and maintenance, and frequency of actions.

D&B has been closely monitoring this MS4 General Permit renewal process. As always, part of D&B's annual municipal stormwater support for the City includes monitoring of DEC's Permit renewal process, reviewing the revised Permits and/or policy statements issued by DEC, and advocating for the City by submitting technical comments on the revised MS4 General Permit to DEC on behalf of the City. When final, GP-0-22-002 will replace the current MS4 General Permit, which is expected to occur this calendar year. While we cannot predict the severity, degree or scheduling of DEC and EPA future enforcement activities, please be aware that the City is expected to continue implementing the SWMP to meet the specific conditions required for compliance with the MS4 General Permit.

Louis Saulino, P.E., Director
City of Glen Cove
Department of Public Works
February 25, 2022

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SCOPE OF WORK AND TECHNICAL APPROACH

As in previous years, our proposal focuses first on the required Annual Report and then offers selected services aimed at supporting the City's SWMP in accordance with other provisions of the current MS4 General Permit and proposed requirements of the GP-0-22-002. We offer the following services based on our review of the draft MS4 General Permit GP-0-22-002 renewal process and DEC/EPA enforcement activities, administrative orders, compliance schedules, fines and our understanding of the Permit provisions upon which they appear to be particularly focused:

Task 1: Prepare 2022 SWMP Annual Report for Submittal to DEC

To assist the City in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review new or revised annual reporting requirements based on new policy statements, guidance memoranda, or forms from federal or state agencies;
- Consult with City staff in person, over email and/or via teleconference to conduct a review of current and anticipated MS4 General Permit requirements; and the City's comprehensive SWMP activities since March 2021;
- Evaluate comments, if any, from DEC on last year's (2020 - 2021) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting form for review by the City;
- Assist the City in making the Draft SWMP Annual Report available for public review;
- Prepare a summary of comments provided by the public on the SWMP Plan and the Draft SWMP Annual Report as applicable;
- Incorporate comments provided by the City and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the City to DEC by June 1, 2022.

Louis Saulino, P.E., Director
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Task 2: Prepare GP-0-22-002 Notice of Intent to Continue Coverage for Submittal to DEC

It is anticipated that the submittal of an electronic Notice of Intent (eNOI) thirty (30) days prior to the effective date of GP-0-22-002 will be a required condition to continue coverage under the MS4 General Permit. In the eNOI, the City will be required to certify that they have read and understand the requirements of GP-0-22-002 and will update the SWMP to comply with the requirements in accordance with the timeframes established in GP-0-22-002. To assist the City in complying with the NOI requirements to continue coverage under the reissued MS4 General Permit GP-0-22-002, D&B will:

- Review the reissued MS4 General Permit and incorporate the requirements for continuing coverage for existing MS4 Operators;
- Consult with City via teleconferences and/or email to obtain the necessary information to complete the NOI to continue coverage;
- Prepare a Draft NOI to continue coverage on the mandated DEC form for review by the City;
- Incorporate comments provided by the City as applicable; and
- Prepare the Final NOI to continue coverage for signature and submittal by the City to DEC.

Task 3: Update Stormwater Management Program Documents

Based on the review of the draft GP-0-22-002 and comments made by DEC and EPA representatives during recent MS4 audits, the agencies expect the SWMP documents and written procedures to be updated to incorporate the new or modified MS4 General Permit requirements. The draft GP-0-22-002 provides a specific schedule for the development, documentation and implementation of the new or revised SWMP components. This schedule includes documentation within six (6) months and annually each year for five (5) years. To assist the City in complying with the immediate documentation requirements, D&B will update the relevant City SWMP documents to include the following SWMP components that are anticipated to be required within six (6) months from the effective date of the Permit:

- Staffing Plan: D&B will assist the City with preparing a written staffing plan that identifies the individuals (names and titles) and their responsibilities for the required elements of the MS4 General Permit. The staffing plan will include a description of

Louis Saulino, P.E., Director
City of Glen Cove
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February 25, 2022

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how information will be communicated and coordinated among those identified. As part of this staffing plan, D&B will assist the City with identifying "local point(s) of contact" to receive and respond to general public concerns/complaints relating to the SWMP; illicit discharges; and construction stormwater activity.

- **Enforcement Response Plan:** D&B will assist the City with preparing a written Enforcement Response Plan (ERP), which will describe the action(s) to be taken for violations of the City Illicit Discharge and Stormwater Construction Local Laws. The ERP will present the protocol(s) to address repeat and continuing violations. Recommended method(s) to track instances of non-compliance will be provided in the ERP.
- **Procedures for Sweeping:** D&B will assist the City with preparing written procedures for sweeping and/or cleaning City streets, bridges, parking lots, and right of ways in compliance with the established minimum schedules in the MS4 General Permit.

As part of this task, D&B will advise the City on procedures to make the SWMP Plan, and any documentation associated with the implementation of the SWMP Plan, available to the public, City staff, DEC and EPA. The completion of this MS4 General Permit requirement will be documented in the SWMP Plan.

Task 4: Basemap for the Comprehensive MS4 Map

To assist the City with complying with the enhanced MS4 mapping requirements in the draft GP-0-22-002, D&B will assist the City with preparing the basemap in preparation for the Comprehensive MS4 Map. The Comprehensive MS4 Map will be required to be developed and updated over the five (5) year permit term. The basemap for the Comprehensive MS4 Map will be prepared with scale and detail appropriate to provide a clear understanding of the MS4, serve as a planning tool to allow for prioritization of efforts, and facilitate MS4 management decisions by the City. The basemap will consolidate readily available, existing information on the City MS4 outfall locations; storm-sewershed boundaries; surface waters; land use; roads and topography. The basemap for the Comprehensive MS4 Map will be prepared in digital format suitable for use in GIS software and in accordance with DEC guidance. D&B will provide the City with the basemap for the Comprehensive MS4 Map as a hardcopy, PDF-format, and the supporting GIS-format data layers.

Louis Saulino, P.E., Director
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Department of Public Works
February 25, 2022

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Task 5: Construction Oversight Program Written Procedures

To assist the City with complying with the enhanced Stormwater Construction Site Program requirements in the draft GP-0-22-002, D&B will prepare written procedures for the Construction Oversight Program, which will include City-specific procedures for Stormwater Pollution Prevention Plan (SWPPP) review; staff training; and construction site inventory, prioritizations, inspections, enforcement, and close-out. As part of this task, D&B will assist the City with developing a recordkeeping tool to inventory and document the applicable construction sites in the SWMP Plan. The inventory recordkeeping tool will include procedures for prioritizing construction sites in accordance with the requirements of the MS4 General Permit.

Task 6: Post-Construction Stormwater Management Practice Inspection and Maintenance Program Written Procedures

To assist the City with complying with the enhanced Post-Construction Stormwater Management Practice (SMP) Program requirements in the draft GP-0-22-002, D&B will prepare written procedures for the Post-Construction SMP inspection and maintenance program. The written program procedures will include the City-specific post-construction SMP inventory, inspection schedules, maintenance procedures, follow-up actions, enforcement, and training. As part of this task, D&B will assist the City with developing a recordkeeping tool to document and track post-construction SMP inspections, maintenance, repair, and enforcement.

Task 7: Public Education and Outreach Materials – Illicit Discharge Detection

To assist the City with complying with the enhanced Public Education Program requirements in the draft GP-0-22-002, D&B will provide content and format for a City-specific handout/brochure on the prevention of illicit discharges. The handout/brochure will define illicit discharges and their environmental hazards; outline proper practices to prevent illicit discharges; and include information on how to report suspected illicit discharges to the City. This handout/brochure will be in a format suitable for posting on the City stormwater website; as updates to the City stormwater repository/display at City offices; as direct mailers to City residents and businesses; and for distribution at City events.

COST

Our lump sum costs are presented in the table below. Please check the appropriate box(es) for those task(s) you wish D&B to provide and sign below under "Accepted By."

D&B ENGINEERS AND ARCHITECTS

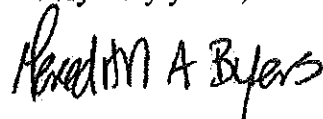
Louis Saulino, P.E., Director
City of Glen Cove
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Deliverable		Lump Sum Cost	Accepted
Task 1	2022 SWMP Annual Report	\$3,800	<input type="checkbox"/>
Task 2	Notice of Intent to Continue MS4 General Permit Coverage	\$2,200	<input type="checkbox"/>
Task 3	Update SWMP Documents	\$4,100	<input type="checkbox"/>
Task 4	Basemap for the Comprehensive MS4 Map	\$2,400	<input type="checkbox"/>
Task 5	Construction Oversight Program Written Procedures	\$3,500	<input type="checkbox"/>
Task 6	Post-Construction SMP Written Procedures	\$3,500	<input type="checkbox"/>
Task 7	Illicit Discharge Detection Education Brochure	\$1,800	<input type="checkbox"/>

We have appreciated the opportunity to assist the City with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call me at (516) 364-9890.

Very truly yours,



Meredith A. Byers
Associate

MABt/kb

cc: R. Graziosi (City of Glen Cove)
♦PX11335\MAB022522LS-Ltr

ACCEPTED BY:

Signature

Date

Name



6K

**Tax Collection System Upgrade
Proposal
for the
City of Glen Cove**

February 24, 2022

**Prepared by:
PCI USA
54 Elizabeth St.
Red Hook, NY**

**Account Representative: Jason Browne
Phone: (845) 758-0104
Fax: (845) 758-0884
E-Mail: jasonb@pciusa.com
Website: www.pciusa.com**

SQL Tax Collection System Upgrade

PCI LLC announces the availability of its SQL-based Tax Collection software to maintain and manage tax collections and payments in today's internet world.

Features

- All tax collections in one program
- For clients with lien collections, the lien collection will be Integrated into tax program: delinquent taxes go to lien book, lien sale and can be paid off in the tax program. Lien collections can be added for an additional fee for those clients who do not currently have a lien collection.
- Reports for multiple collections
- Improved print document module: auto-generate PDF feature, exemption/property class filters document web publishing for bills, receipts, etc. (with integration in Notes & Docs)
- Word mail merge integration
- Document auto-save on print (docs appear in Notes & Docs)
- Edit log tab (supports multiple tax changes)
- Custom report module, improved tax statement, open tax, tax search reports;
- Owner updates directly from RPS or PAS
- Fee creation from Inquire
- Inquire auto-refresh after making any change to taxes: PYMF edits, bounce checks, etc.
- Transaction module: ability to bounce payments made across multiple parcels, partial reversals, tools to move payments between collections and parcels
- Enhanced refund processing
- Full support for partial payments
- Parcel Year Master File edit supports multiple edits with improved display on the Edit Log tab
- Email Bills and Receipts (Optional)- Tax payer-managed web-based registration for receiving tax bills and receipts (minimal Tax Office staff involvement required).
 - Bulk email of receipts from tax system.
 - On-demand emailing of single bill/receipt request from Tax System Inquire screen.

Investment

SCA Tax System Upgrade Proposal				
Item	Quantity	Cost Per Unit	Total Cost	Notes
Software License (Per Collection)	3	\$4,000.00	\$12,000.00	
Data Conversion		\$800.00	\$800.00	
Training		\$,1,000.00	\$1000.00	
Total			\$13,800.00	

The pricing includes the Village Tax Collections that will all be migrated to the new tax system, data conversion from the current system to the new system and training on the new system.

Optional Modules:

- B. **Web Tax Status** – Significantly reduce customer phone calls with PCI's online Web Tax Status. Customers can view their tax collection status in summary and detail by seamlessly connecting through your municipality's website. Pricing is \$4,500 for development and implementation and \$950 for annual support.
- C. **Email Bills and Receipts** - Tax payer-managed web-based registration for receiving tax bills and receipts (minimal Tax Office staff involvement required). \$7500 installation and set up with an annual support charge of \$1,500.
 - a. Bulk email of receipts from tax system.
 - b. On-demand emailing of single bill/receipt request from Tax System Inquire screen (currently under development).

Tax Upgrade Authorization

The City of Glencove, NY hereby agrees to the procedures outlined above and the "Terms and Conditions" attached hereto and made a part hereof and authorizes PCI to proceed with the project.

The City of Glen Cove

By: _____

Title: _____

Date: _____

PCI LLC

By: Renee Valk Renee Valk

Title: VP of Operations

Date: 3/10/2022

Terms and Conditions

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Responsibility of PCI LLC (PCI).

PCI shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." PCI shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, PCI shall correct errors found either by you or PCI. See "Warranties; Limitations" for PCI's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to PCI, for providing PCI with timely decisions and answers to questions raised by PCI, for inclusion of sufficient funds in your budget to pay PCI for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

- A. Adjustments to Schedule. Upon the mutual consent of you and PCI, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, PCI may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both PCI and you.

Variations from Standard Methods or Procedures.

Variations from PCI's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. PCI will accommodate such variations wherever possible, with any additional charges for such variations, as determined by PCI and approved by you, to be paid by you.

Payment Terms.

All payments shall be made within 30 days of installation of the upgrade. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and PCI shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Title.

All computer software and other intellectual property of PCI used in performing its services shall remain the property of PCI.

Term and Termination.

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by PCI may, at your option, become your property, and PCI shall be entitled to receive just and equitable compensation for all services performed.

Warranties; Limitations.

- A. PCI warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. PCI's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at PCI's cost, of such service or deliverable. PCI's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. PCI's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded PCI herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of PCI for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to PCI pursuant to this contract. PCI shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against PCI with respect to services unless such action or proceeding is commenced within one year after completion by PCI of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Changes.

You may at any time request changes in the scope of this agreement. Moreover, PCI may suggest changes. Where changes are agreed to by the parties, PCI shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. PCI shall not be required to implement any change until you have signed and returned the Change Order.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

PCI LLC
54 Elizabeth St.
Red Hook, NY 12571
845-758-0104

Waldner's

Furniture. Technology. Service.

New York City
215 Lexington Ave
New York, NY 10016
P: 212.696.7500

Long Island
125 Route 110
Farmingdale, NY 11735
P: 631.844.9300

Westchester
411 Theodore Fremd Ave.
Rye, NY 10580
P: 914.921.8500



FINANCING AVAILABLE | ASK FOR A QUOTE TODAY

www.waldners.com

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
449708	02/24/22		D31145	NANCY MAGRINI	

Quote To

CITY OF GLEN COVE
9 GLEN STREET
Glen Cove NY 11542

Ship To

KAREN RETOSKE
CITY OF GLEN COVE WATER DISTRICT
9 Glen St
Glen Cove NY 11542-2798

Phone +1 (516) 676-2238

Terms Direct Billed Fees

Sales Location WALDNER'S/FARMINGDALE

CITY OF GLEN COVE-WATER DISTRICT

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
<p>SIGNATURE AND PURCHASE ORDER REQUIRED PRIOR TO ORDER ENTRY.</p> <p>PRICING IS BASED ON NEW YORK STATE CONTRACT PRICING</p> <p>PLEASE ADDRESS PURCHASE ORDER:</p> <p>NEW YORK STATE CONTRACT #PC68328</p> <p>EXEMPLIS LLC D/B/S SIT ON IT SEATING, IDOEN, SYMMETRY C/O WALDNER'S BUSINESS ENVIRONMENTS 6415 KATELLA AVENUE CYPRESS, CA 90630</p> <p>DELIVERY CHARGES ON SEPARATE QUOTE 450011</p> <p>PLEASE EMAIL PURCHASE ORDER TO: NMAGRINI@WALDNER'S.COM</p>				
1	1	<p>2223.B1.T.A128 SITONIT</p> <p>Wit Task, Highback, Mesh Back, Swivel Tilt, Height Adj Arms Wit Frame Color Options FC1 Black Z1 Black</p>	<p>202.32</p> <p>562.00</p> <p>64.00%</p>	202.32

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
449708	02/24/22		D31145	NANCY MAGRINI	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
2	1	~ Black Arm B0 Standard Black Base S13 Higher Cylinder C16 Standard Carpet Casters Wit Mesh Back Colors MC20 Onyx Fabric or Leather Upholstery Selection FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 POP Pop Standard Color Selection ONYX Pop Onyx Packaging Options KD Knocked Down 2223.B1.T SITONIT Wit Task, Highback, Mesh Back, Swivel Tilt, Armless Wit Frame Color Options FC1 Black Z1 Black B0 Standard Black Base S13 Higher Cylinder C16 Standard Carpet Casters Wit Mesh Back Colors MC20 Onyx Fabric or Leather Upholstery Selection FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 POP Pop Standard Color Selection ONYX Pop Onyx Packaging Options KD Knocked Down	185.04 514.00 64.00%	185.04

QUOTATION TOTALS

Sub Total **387.36**

Grand Total **387.36**

End of Quotation

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
449708	02/24/22		D31145	NANCY MAGRINI	

STANDARD TERMS AND CONDITIONS OF SALE (Other Terms & Conditions may apply under separate cover)

PRICES

Prices quoted are firm for 30 days from the date of proposal subject however to any price increases received from the various manufacturers

Prices quoted do not include any sales, use or excise taxes imposed by any governmental body. Such taxes will be added to the invoice at the time of billing. Buyers who are exempt in taxes shall provide Waldner's Business Environments Inc. with copies of exemption certificates upon acceptance of this proposal.

ORDERS

Orders for any item of merchandise or services will not be placed unless and until customer returns a signed copy of this proposal or Purchase Order together with a required deposit. The amount of the deposit is determined by Waldner's Credit Department upon review of the customer's credit application.

CANCELLATIONS/RETURNS

Orders accepted by Waldner's are not subject to cancellation by the customer. Returns will not be accepted.

CHANGES IN REQUIREMENTS

Changes are subject to our ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by Waldner's and manufacturer. Resultant charges from manufacturer shall be borne by the customer. All requests for changes in quantity or specifications shall be delivered to Waldner's in writing.

DELIVERY AND INSTALLATION

In the event delivery and/or installation is required as part of this proposal, the following provisions shall apply:

1. Condition of Job Site - The job site shall be clean. Clear and free of debris prior to installation. Upon completion of installation, furniture will be wiped down. Cleaning of glass, construction dust, and washing are considered maintenance work to be performed by the customer.
2. Job Site Services - Electric current, heat, heating, toilet facilities and elevator service (where applicable) will be provided by the customer without charge. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
3. Deliveries during normal working hours unless otherwise stated. Additional labor costs resulting from overtime work performed at the customer's request will be paid by the customer.
4. Installation - Waldner's ability to install or assemble furniture knocked down or to attach, affix or bolt in place movable furniture, electrified or non electrified is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than Waldner's own installation personnel, resulting additional costs will be paid by the customer.
5. Installation during normal business hours. Additional labor costs resulting from overtime work performed at the customer's request will be paid by the customer. Requests during installation for additional work will be billed separately.
6. Storage space - Provided the merchandise does not arrive at the site earlier than the date agreed upon, safe and adequate storage space will be provided by the customer. If space provided is inadequate and requires excessive sorting or storage costs, such excess will be reimbursed by the customer. If the merchandise must be moved due to progress of other trades or other reason (not caused by Waldner's) the extra cost of moving will be reimbursed by the customer. Merchandise can be held at no cost for up to 30 days at Waldner's warehouse up to 425 sq ft unless otherwise stated. Any merchandise held beyond 30 days due to the Buyer's inability to receive delivery will incur a monthly storage fee of 2% of the sell price and will be billed to the Buyer unless otherwise stated.
7. Damage - After arrival at the site, any loss or damage by weather, other trades (such as painting, plastering, etc.) fire or other elements shall be the responsibility of the customer.

DELAYS

In the event of construction delays or other causes not within our control, postpone the installation and result in storage and/or staging not originally agreed upon the furnishings will be considered accepted by the customer for purpose of payment. In such event, the customer shall reserve the right to withhold 10% of the invoice amount of such shipment against the completion of the contract. Transfer and storage charges incurred shall be paid by the customer. Due to the unpredictability of manufacturing cycles, we cannot be held responsible for changes in scheduled delivery dates or the availability of items after ordering.

EXCEPTIONS

Should field conditions change to other than represented at the time that this agreement was negotiated, an addendum will be issued to cover the new conditions at prevailing rates or prices at the time of installation.

GENERAL LIABILITY

No liability shall accrue against Waldner's as a result of any breach of the terms and conditions resulting from any strike, lockout, work stoppage, accident, Act of God, or any other delay beyond Waldner's control.

PAYMENT TERMS

Acceptance of delivery constitutes acceptance of the merchandise as delivered. Merchandise will be invoiced on delivery.

Terms of sale, unless otherwise stated, are 50% deposit, 40% on delivery and balance net 20 days from delivery. A monthly service charge of 1.5% per month (18% per annum) will apply to all delinquent payments and will be additional to the balance outstanding together with attorney fees and other collections costs unless otherwise stated.

Payments shall not be withheld on any invoice because of partial delivery of the entire order. Partial deliveries can be made at the request of the Buyer for an additional charge. Unplanned partial deliveries may result in premium, overtime charges.

Payments made via credit card for purchases greater than \$10,000.00 will incur a processing fee of 2.37% for Visa, Mastercard or Discover or 3.2% for American Express. The processing fee will be calculated based on the total sale price and applicable tax.

Title of the merchandise will pass to the customer when the full purchase price and all other charges due under this agreement are paid in full. The customer hereby grants Waldner's a security interest in all of the merchandise delivered under the agreement including the proceeds and products thereof. Waldner's may file a financing statement without the customer's signature to perfect and continue its security interest hereunder.

WARRANTY

Waldner's provides warranties in accordance with the purchased manufacturer's published warranty in effect at the time of order. We will honor all such warranties for a period of one year from the date of delivery. After one year, any labor, pickup, or delivery charges associated with fulfilling the manufacturer's warranty will be at the expense of the Buyer.

COM or COL

When furnishings are ordered with COM (Customer's Own Material) or COL (Customer's Own Leather), Seller assumes no responsibility for the appearance, durability, color fastness or other quality pertaining to the material and shall not be responsible for any failure of the material or leather to conform to the requirements of the furniture construction.

OTHER

Terms and conditions as set forth herein may be altered only upon approval of both Waldner's and the customer. By acceptance of this agreement, the customer acknowledges receipt of a duly executed duplicate copy of this proposal.

Signature _____

Company _____ Date _____ Created on 1/24/2018



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

6M

February 16, 2022

Mr. Louis Saulino, P.E., Director of Public Works
City of Glen Cove – Water Department
9 Glen Street
Glen Cove, New York 11542

**Re: City of Glen Cove
Proposal for Engineering Services
Five Year Cathodic Tank Inspection and Annual Chemical Bulk Storage Compliance Audit
H2M Proposal No.: LP220239**

Dear Mr. Saulino:

H2M architects + engineers (H2M) is pleased to present this proposal to conduct an inspection of the above grade caustic soda and sodium hypochlorite bulk chemical storage tanks located at Duck Pond Road and Nancy Court. The five-year inspection is not required for the underground chemical bulk storage tank located at Nancy Court.

H2M proposes to complete the inspection of the tanks and specific testing in accordance with the New York State Department of Environmental Conservation Part 598.7(d) requirements for periodic 5-year integrity evaluations. The evaluation will include ultrasonic thickness testing of the single walled steel tanks and exterior visual inspection. Our findings will be summarized in a report that will include all data and test results collected during the inspection. The report will also include photographic documentation of the condition of the tank; as well as discuss any items our office believes need further attention. The inspection and report can be completed within four (4) weeks after receipt of your authorization to proceed. H2M will be able to complete the inspection and required testing and will determine if there has been any significant corrosion rate that could potentially impact the useful service life of the tanks. The City will be able to utilize the data collected from this inspection for future inspection and assessments for identifying the corrosion rate of each tank.

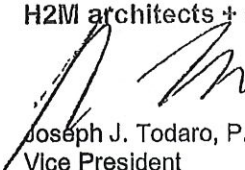
H2M proposes to complete the work outlined above for a lump sum fee of \$3,000. The inspections can be completed within 30 days of your authorization to proceed. The audit and inspection reports, along with the updated SPRs will be provided within two weeks from the day of inspection.

We are appreciative of the opportunity to continue our service to the City of Glen Cove. Should you have any questions regarding this proposal, please feel free to contact our office.

If you have any further questions regarding the above letter, please contact the undersigned at (631) 756-8000 extension 1445.

Very truly yours,

H2M architects + engineers


Joseph J. Todaro, P.E., LEED AP^{BD+C}
Vice President
Department Manager | Water Resources



6N

poration
oad
1747
0 • 643-0807 Fax
lycorp.com

Agreement for Services *****

This agreement is made by and between COMPLY, Inc., referred to as COMPLY, with its principal place of business at 105 Maxess Road, Suite 124, Melville, NY 11747, and CITY OF GLEN COVE, referred to as CUSTOMER
(full corporate name)

with its principal place of business at: 9 Glen Street, Glen Cove, NY, 11542

Phone No. 516-676-4814 Contact Person(s): John Charon / Personnel Officer

In consideration of the premises and other good and valuable consideration stated below, COMPLY and CUSTOMER agree as follows:

I. Price

1.01 Fee Schedules

CUSTOMER agrees to pay fees as specified in the Test Fee Schedule (attachment A) and the Ancillary Fee Schedule (attachment B).

COMPLY shall:

- A. Offer CUSTOMER assistance in the implementation, coordination, and administration of a written policy and procedure for drug and/or alcohol testing to be published and shared with employees in accordance with the Department of Transportation (US-DOT) drug and alcohol testing regulations if needed.
- B. Assist CUSTOMER in the coordination, collection and administration of the data collection requirements of the US-DOT testing regulations, including the specific employee file content as to when an employee was tested, by whom, and whether results were positive or negative, as well as annual data from the testing program which must be maintained and available for the US-DOT, if requested.
- C. Coordinate assignment of CUSTOMER's employees to appropriate testing sites for all required drug and alcohol testing as required by the US-DOT regulations.

Initialed by CUSTOMER:

Initialed by COMPLY:

1.02 Drug Testing Services

CUSTOMER shall pay COMPLY in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each specimen collected from CUSTOMER's employees, under the terms of this agreement and in accordance with the US-DOT regulations. COMPLY shall direct each employee to a collection site in accordance with applicable US -DOT procedures and each such specimen so collected will be forwarded to a National Institute on Drug Abuse (NIDA) certified laboratory for immunoassay, gas chromatography and mass spectrometry testing in accordance with the US-DOT regulations. Test results shall be provided by the laboratory to a medical review officer (MRO), in accordance with the regulations, for final determination of any positive test results. CUSTOMER and the tested employee shall be provided results only in accordance with and as required by the DOT regulations. Any unanticipated vendor increases (laboratory, MRO etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY may cause fee adjustments.

1.03 Alcohol Testing Services

CUSTOMER shall pay COMPLY, in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each test administered to CUSTOMER's employees under the terms of this agreement and in accordance with US-DOT regulations. The alcohol test will be administered by a certified breath alcohol technician (BAT). The BAT shall use an evidential breath testing device (EST) approved by the National Highway Traffic Safety Administration (NHTSA) as published in a periodical list of approved devices in the *Federal Register*. The BAT shall adhere to testing procedures, as outlined in the DOT regulations, in order to ensure accuracy, reliability, and confidentiality of test results.

1.04 Contingency Testing

In the event testing conducted on behalf of the CUSTOMER requires contingency procedures and special handling (e.g. post-accident testing, incidents requiring on-site individual testing, or for any other reason) to comply with DOT regulations, or to comply with CUSTOMER's request, CUSTOMER shall pay COMPLY in accordance with the terms and conditions stated in the attached FEE SCHEDULES.

1.05 Service Response Time

Every effort is made to provide timely scheduled service and/or emergency response service (as specified in the DOT regulations). COMPLY provides timely service 98% of the time. In rare cases, emergency or scheduled service may be delayed due to circumstances beyond our control (i.e. severe weather, acts of god, etc.) and is dependent upon operational public roadways and power grids for both timely service and completion of service.

1.06 Optional Services

At CUSTOMER's option, COMPLY shall provide additional items (Video Tapes, Supervisor Manuals, etc.) at an additional cost.

1.07 Payment Schedule of COMPLY Services

- A. As to testing services including contingency charges, CUSTOMER shall be responsible to pay COMPLY net 30 from receipt of a bill from COMPLY.
- B. As to other services and items on the FEE SCHEDULE, CUSTOMER shall be responsible to pay COMPLY net 30 from receipt of a bill from COMPLY.

2. Representations of CUSTOMER

CUSTOMER represents that on the last day of each month, CUSTOMER shall notify COMPLY of the name of each new employee hired during the previous month who is subject to the drug and alcohol testing regulations and the name of each employee previously subject to the drug and alcohol testing regulations who is no longer employed by CUSTOMER.

CUSTOMER shall fully cooperate with COMPLY and assist COMPLY in requiring employees to appear at appropriate specimen collection sites as and when employees are so instructed to appear by COMPLY. Further, CUSTOMER shall otherwise provide full assistance and cooperation to COMPLY in

Initialed by CUSTOMER:

Initialed by COMPLY:

its efforts to provide the services referred to herein and to otherwise assist COMPLY in meeting the US- DOT drug and alcohol testing regulations.

3. Confidentiality

CUSTOMER agrees to maintain all information regarding drug testing results confidential, and will not disseminate such information to any person without written permission of the individual tested, except that CUSTOMER may disseminate the information to comply with the reporting requirements of all regulations issued by the DOT, or to comply with any court order.

4. Litigation Support

CUSTOMER will assist COMPLY in any litigation brought by, or on behalf of, any individual tested by COMPLY on behalf of CUSTOMER. Such assistance shall include, without limitation, the production of persons and documents that may be reasonably necessary to help COMPLY in resolving any action or dispute brought by or on behalf of such individual.

5. COMPLY as Independent Contractor

CUSTOMER understands and agrees that COMPLY acts as an independent contractor and not as an agent to either CUSTOMER, any urine collection service, any testing laboratory or any Medical Review Officer (MRO). COMPLY's exclusive function hereunder is to facilitate CUSTOMER's access to professionally rendered services by companies or persons certified to provide such services and which meet the certification requirements of the DOT drug and alcohol testing regulations.

6. Hold Harmless, Indemnity and Disclaimer

CUSTOMER recognizes that COMPLY is only a facilitator of the services to be rendered hereunder and that COMPLY, its directors, officers and employees shall not be responsible and shall be held harmless by CUSTOMER for any loss, cost, damage, or expense, including attorney's fees, which CUSTOMER may suffer or incur as a result of any claim brought by third parties, of whatever nature, allegedly arising out of or resulting from any willful act or any negligent act or omission on the part of COMPLY, its agents or employees. CUSTOMER agrees to waive its rights to any cause of action against COMPLY for services provided under this agreement.

7. Termination

This agreement is for a period of five (5) years, January 1, 2022 to December 31, 2026 and shall expire on December 31, 2026, unless extended by mutual agreement of the parties. COMPLY shall have the additional right to terminate this agreement upon 15 days written notice to CUSTOMER, if any of the following events occur:

- A. CUSTOMER's failure to pay any and all outstanding invoices for services rendered upon twenty (20) days written notice to CUSTOMER of its delinquency in payment, should CUSTOMER fail to cure its failure to pay within that 20 day period.
- B. CUSTOMER merges or consolidates with, or sells, assigns, leases or otherwise disposes of (whether in one transaction or in a series of transactions) all or substantially all of its assets (which it now owns or hereafter acquires) to any person, or acquires all or substantially all of the assets or business of any person. (As used herein the term person includes, without limitation, a corporation, association, partnership, joint venture, etc.).
- C. A substantial change in the management, ownership, or control of CUSTOMER.
- D. The failure of CUSTOMER to perform or observe any term, covenant, agreement or warranty stated in this agreement.

Notwithstanding the foregoing, COMPLY shall have the right to terminate this Agreement for any reason whatsoever upon 60 days written notice to CUSTOMER.

Initialed by CUSTOMER:

Initialed by COMPLY:

8. Labor disputes and Acts of God

COMPLY shall not be responsible for any failure, or a delay in performing any of its obligations under this agreement if such failure or delay is caused by accident, strike, lockout embargo, act of God or of the public enemy, requisition or taking of property, or other casualty (whether or not covered by insurance), or any other cause beyond COMPLY's control, which materially and adversely affects COMPLY's business or properties or the operations of COMPLY or its ability to perform its obligations under this agreement.

9. Entire Agreement

This agreement embodies the entire agreement between the parties with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties other than those set forth in this agreement.

10. Governing Law

This agreement and the transactions evidenced herein shall be construed and interpreted in accordance with the laws of New York State without regard to principles of conflict of laws.


11. Notices


All notices and other communications hereunder shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested (or its equivalent); if to COMPLY at 105 Maxess Road, Suite 124, Melville, NY 11 747, Attn: President, and if to CUSTOMER, at the address stated at the beginning of this agreement. Any party may change its address by written notice to the other party complying as to delivery with the terms of this section.

12. Invalidity

If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

BY SIGNING BELOW, the parties hereto have executed this agreement:

CUSTOMER (sign below): 

COMPLY®, Inc. (to sign below): 

CITY OF GLEN COVE

Full Corporate Name

Signature of Authorized Official

Print Name and Title

Date

/

/



/

David JACOVSKY

Print Name and Title

/

MARCH 14 2022

Date



(Attachment B)

- ANCILLARY FEES -

- Lab-site testing – at any convenient Labcorp patient service center
Drug test.....\$50.00
- Employee Database - Set Up Fee (initial one time fee).....\$ n/a
- Emergency Response Incidents (portal to portal)\$95.00/hr.
(for post accident, fitness-for-duty, for cause, etc. with 2 hour on-site service plus applicable test fees)
- Waiting Time\$58.00/hr.
(following 20 minute "grace" period)
- On-Site service charge for less than 3 billable tests\$50.00
- Litigation Package at cost*
- Split Specimen Testing.....\$125.00
- Expert Testimony (per hour)..... at cost*
- Travel expenses (vendor personnel only; if required)..... at cost*
- Supervisor Training US-DOT compliant - (at Comply site; 1-2 per seminar) no chg.
- Supervisor Training US-DOT compliant - (in person or via Zoom).....\$300
2 hour DOT mandated training with question and answer period
- Policy Development and Consultation
By Phone \$160.00/hr
In Person \$200.00/hr
 ½ Day (flat fee) \$700.00
 Full Day (flat fee).....\$1350.00
- Expert Consultation and Required Reporting no chg.

No charge for required monthly, quarterly, and annual reports; and / or amendments, revisions, and other news involving the DOT regulations.

** Fees for these services vary by laboratory; Comply® will invoice at cost.*

Anna DiGiuseppe

From: Sandra Potter
Sent: Friday, March 11, 2022 1:04 PM
To: Anna DiGiuseppe
Subject: FW: Order Invoice

60

From: Urban Air - Lake Grove, NY <email@partycentersoftware.net>
Sent: Friday, March 11, 2022 1:04 PM
To: Sandra Potter <SPotter@glencoveny.gov>
Subject: Order Invoice

**We are so excited to help you
ACTIVATE AWESOME
at your upcoming event!**

Your event is now confirmed. Thank you for choosing Urban Air Lake Grove! Your deposit has been received and applies to the total cost of your event. The balance below is an estimate only, final payment is due at conclusion of the event.

IMPORTANT:

Waivers are required for EVERY participant and must be done PRIOR to your event.
Please copy and paste this link to all of your guests.

www.urbanairwaiver.com

Send Your Party Invitation:

(Digital Options Available via Punch Bowl)

[Click HERE](#)

- Please Note: Printable invitations are located on our website
www.urbanairlakegrove.com

IMPORTANT DETAILS:

- Birthday parties are time slotted events. Timing of each event is essential. Late arrivals will not be accommodated, and may be subject to a facility late fee.
- Birthday parties are permitted to bring in a baked, or store bought dessert for the celebration. No other food is permitted.

- Party timing:

- • Check in - 15 minutes prior to party time

- • Open play - 45 minutes

- • Food, followed by Dessert 15 minutes

- • Arcade and Open Play - 45 minutes

QUESTIONS?

Please review our

Frequently Asked Party Questions.

Email: parties@urbanairlakegrove.com

Phone: 631-620-5364

REMINDERS:

- Pizza/Food orders Must be finalized 4 Days prior to your event.

*We do not accept same day pizza orders in an effort to provide the best service possible.

No ice cream or frozen items.

No other outside food, drinks or coolers are allowed.

- Want ice cream? We offer Mini Melts exclusive party package pricing: 10 for only \$25.00!

- Is gratuity included? Yes! Your party contains a 6% gratuity fee. This fee will be allocated to your Host/Hostess, and Runner.

There is a separate 4% administration fee that is not a gratuity.

- Email one of our party coordinators in the Lake Grove location at Parties@urbanairlakegrove.com for more exclusive add-ons and to customize your party package.

WANT DISCOUNTS?

Click Here! Follow us on Facebook!

If you enjoyed yourself, please leave us a review on Google or Yelp.

CANCELLATION POLICY

Birthday Parties & Events: There is a \$25 cancellation fee. If you cancel the party with less than a 72 hour notice, we will work with you to find another date and time to host your party or you will forfeit the full deposit. If you choose to reschedule your party and cancel at a later date you will forfeit the full deposit. Deposits are applied to the remaining balance at the end of the party.

Weather: If acts of God or Weather cause the facility to close, your party will be re-scheduled. No refunds will be given due to weather or acts of God.

Special Events: a 50% non-refundable deposit is required to book a special event. If you cancel your event you will forfeit the full deposit.

Final Counts: Your final head count is due three (3) days prior to your event. If we do not receive final count by this date, we will prepare for the original invoiced amount and charge based on that count. If, on the day of the event the attendance varies from the final count, the charges on the final bill will reflect the greater number of guests. Accommodations for last minute guests will be based on availability.

Order Number 17482

Order Date: 2/16/2022 7:55:00 AM

Urban Air - Lake Grove, NY

Order Number 17482

Order Date: 2/16/2022 7:55:00 AM

3147 Middle Country Road
Lake Grove, NY 11755
United States
631-861-4125

<https://www.urbanairtrampolnepark.com/locations/new-york/lake-grove>

**We are so excited to help you
ACTIVATE AWESOME
at your upcoming event!**

Your event is now confirmed. Thank you for choosing Urban Air Lake Grove! Your deposit has been received and applies to the total cost of your event. The balance below is an estimate only, final payment is due at conclusion of the event.

IMPORTANT:

Waivers are required for EVERY participant and must be done PRIOR to your event.
Please copy and paste this link to all of your guests.
www.urbanairwaiver.com

Send Your Party Invitation:

(Digital Options Available via Punch Bowl)

Click HERE

- Please Note: Printable invitations are located on our website www.urbanairlakegrove.com

IMPORTANT DETAILS:

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- Birthday parties are permitted to bring in a baked, or store bought dessert for the celebration. No other food is permitted.
- Party timing:
 - • Check in - 15 minutes prior to party time
 - • Open play - 45 minutes
 - • Food, followed by Dessert 15 minutes
 - • Arcade and Open Play - 45 minutes

QUESTIONS?

**Please review our
Frequently Asked Party Questions.**

**Email: parties@urbanairlakegrove.com
Phone: 631-620-5364**

REMINDERS:

- Pizza/Food orders Must be finalized 4 Days prior to your event.

***We do not accept same day pizza orders in an effort to provide the best service possible.**

No ice cream or frozen items.

No other outside food, drinks or coolers are allowed.

- Want ice cream? We offer Mini Melts exclusive party package pricing: 10 for only \$25.00!
- Is gratuity included? Yes! Your party contains a 6% gratuity fee. This fee will be allocated to your Host/Hostess, and Runner.

There is a separate 4% administration fee that is not a gratuity.

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Special Events: a 50% non-refundable deposit is required to book a special event. If you cancel your event you will forfeit the full deposit.

Final Counts: Your final head count is due three (3) days prior to your event. If we do not receive final count by this date, we will prepare for the original invoiced amount and charge based on that count. If, on the day of the event the attendance varies from the final count, the charges on the final bill will reflect the greater number of guests. Accommodations for last minute guests will be based on availability.

Potter, Sandra
128 Glen St B
Glen Cove, NY 11542

Phone: 516-671-4600
Email: spotter@glencoveny.gov

Party Date: Tue, Jul 19, 2022
Party Time: 10:30 AM - 1:30 PM
Guest Count: 70

\$0.00
Per Person up to 0

Guests of Honor

Glen Cove Youth Bureau

Host(s)

Not yet assigned

Pricing Information

Base Price:

Additional Guests Over Tier Two

Guests

Total

1

\$0.00

70 x \$0.00

\$0.00

Calculated Party Price: \$0.00

Products	Notes	Qty	Price	Total
Special Event		1 x	\$0.00	\$0.00

Summer Camp 2022

70 x

\$29.99

\$2,099.30

Sub Total: \$2,099.30

Admin Fee: \$0.00

New York Sales Tax: \$0.00

Suffolk County Sales Tax: \$0.00

TAX ITEM 1: \$0.00

Tip: \$0.00

Total with Tip: \$2,099.30

Payments

No payments have been made on this order

Balance Due: \$2,099.30

Additional Notes:

Socks included

Full access to park

No food included

25% deposit required

Waivers to be signed by all parents

List of names to be provided by bus/group for waivers and check in

Participating counselors to be included in the final count of attendees.

QUESTIONS?

Please review our
Frequently Asked Party Questions.

CANCELLATION POLICY

Birthday Parties & Events: There is a \$25 cancellation fee. If you cancel the party with less than a 72 hour notice, we will work with you to find another date and time to host your party or you will forfeit the full deposit. If you choose to reschedule your party and cancel at a later date you will forfeit the full deposit. Deposits are applied to the remaining balance at the end of the party.

Weather: If acts of God or Weather cause the facility to close, your party will be re-scheduled. No refunds will be given due to weather or acts of God.

FOOD & DRINK POLICY

No outside food, drinks or coolers allowed.

No ice cream cakes allowed...Sorry we don't have a way to keep it cool.

Thank you for choosing Urban Air to host your event!



Xplore - Commack
54 Vanderbilt Motor Parkway
(631) 543-8300
info@xplorecm.com
www.xplorecm.com

ORDER #005783
Order Date: 03/03/2022 10:26 AM
Event Date: Friday, July 08, 2022
Event Time: 11:00 AM - 01:00 PM

6P

HOST INFORMATION

Customer: Sandra Potter
Phone: (516) 671-4600
E-Mail: spotter@glencoveny.gov
Ext: Glen Cove Youth Bureau
Address: 128B Glen St , Glen Cove New York 11542

EVENT INFORMATION

Event Type: Camp/C...
Package:
Date: Friday, July 08, 2022
Time: 11:00 AM - 01:00 PM
Tax Bracket: None
Guests Included: 0
of Children: 75
Per Additional Guest: \$20.00

OTHER DETAILS

PACKAGE INCLUSIONS

Package Description:

2 hours of fun

Counselors included

Choice of any and all attractions

\$5 game card for each guests
(more game card value can be added)

2 Party rooms included

20-39 Guests: \$25 per guest
Minimum of 20 guests

40+ Guests: \$20 per guest
Minimum of 40 guests

tax not included
If tax exempt, you may email us a copy of your tax
exempt form to info@xplorecm.com

Customer Notes:

ORDER SUMMARY

- Friday, July 08, 2022 \$0.00

Additional Guests:
- 75 additional children (75x\$20.00) \$1,500.00

Subtotal: \$1,500.00
Total: \$1,500.00
Payments: \$0.00
Balance Due: \$1,500.00

SUGGESTED GRATUITY (BASED ON SUBTOTAL)

10%: \$150.00

15%: \$225.00

20%: \$300.00

PAYMENTS

DATE	METHOD	TYPE	ADDITIONAL INFO	APPLIED	BALANCE
------	--------	------	-----------------	---------	---------

No payments found.

THANK YOU!

PLEASE REVIEW US ON [FACEBOOK](#), [GOOGLE](#), [YELP](#), AND [TRIP ADVISOR](#)

Cancellation Policy: Deposit is nonrefundable unless booking is directly affected by NYS or federal government mandates for closure. If your event is forced to be canceled we will either refund your deposit or you are welcome to receive a credit to use for up to a year. If you provide at least 14 days notice you may reschedule your party within the next two months. Any party

canceled with less than 14 days will forfeit their deposit and will need to provide a separate and new deposit.
Waivers must be signed for all children under the age of 18. Waivers can be signed directly from our website.
All children and adults must wear socks in our play area. No shoes, bare feet, or strollers are permitted in that area.
Children must be age 5 and up and 42" or taller to participate in laser tag and dodgeball.
No outside food. No face painting. Gratuity not included. Play at your own risk.
All character appearance requests are subject to character availability.
Parties and events booked at Xplore are not transferrable to Safari Adventure.
Please expect a call to review all of your party details within 1 week of booking your reservation. If you have any questions
please call us at 631-543-8300 or email us at info@xplorecm.com.

62

AGREEMENT BETWEEN THE CITY OF GLEN COVE
AND THE VILLAGE OF SEA CLIFF

THIS AGREEMENT ("Agreement") made by and between the City of Glen Cove, a municipal corporation, having its principal offices at 9 Glen Street, Glen Cove, New York 11542 (the "City") and the Village of Sea Cliff, a municipal corporation, having its principal offices at 300 Sea Cliff Avenue, Sea Cliff, New York 11579 (the "Village").

WITNESSETH:

WHEREAS, it is in the best interest of the City and the Village to share resources in the undertaking of municipal improvement projects and other municipal purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York.

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the City and the Village to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

1. The City and the Village each represent that they are authorized, pursuant to Article 9 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements.
2. That the City will provide fire and emergency medical (EMS) alarm dispatching services to the Village for a period of one year, commencing on June 1, 2022 and terminate on May 31, 2023. Fire and EMS alarm dispatching services includes the acceptance and processing of emergency calls for fire and EMS emergency calls in the Village of Sea Cliff, and dispatching the appropriate services for emergency response. Dispatching services are to be performed in accordance with applicable federal, state and local laws and regulations.
3. In consideration for the above fire alarm dispatching services, the Village will pay the City \$6,500 by June 1, 2022.
4. The Village expressly agrees to pay all costs for the installation and maintenance of all necessary radio and/or computer equipment to be used exclusively for the Village's dispatching service needs.
5. All equipment purchased or supplied by the Village remains the property of the Village.
6. The Red-Alert System may be updated as necessary.

7. The City and the Village have the right to terminate this Agreement upon Sixty (60) days written notice, without penalty.

8. The City and the Village shall comply with any and all federal, state, and local law, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

9. To the fullest extent permitted by law, the Village shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's misconduct or gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, the Village shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than the Village is responsible for the claim does not relieve the Village from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Village asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for the Village to be relieved of the duty to defend, there must be no possible factual or legal basis on which Village's duty to indemnify under any provision of this indemnity

10. Nothing contained herein shall be construed to create an employment or principal-agent relations, or a partnership or joint venture, between the City and any officer, employee, servant, agent, or independent contractor of the Village, or contractor of the City, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

11. Notwithstanding any other provision of this Agreement, the City shall have no liability under this agreement (including any extension or other amendments of this Agreement) to any person unless (i) all City approvals have been obtained, including if required approval by the City Council, and (ii) this Agreement has been executed by the Mayor.

12. This Agreement represents the full and entire understanding and agreement between the City and the Village with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Glen Cove, by its Mayor, and the Village of Sea Cliff, by its Mayor, have hereunto set their hands and respective seal, the day and year first above written.


CITY OF GLEN COVE

By: _____

Pamela Penzenbeck
Mayor

VILLAGE OF SEA CLIFF

By: _____



Elena Villafane
Mayor