

PACIFIC ALARM SERVICE  
521 Wellwood Avenue  
Beaumont, California 92223  
Voice: (951) 845-1666 • Fax: (951) 769-1230  
[www.pacificalarm.com](http://www.pacificalarm.com)

MONITORING AND SERVICES AGREEMENT

Check all that apply:

- ☐ RESIDENTIAL ☒ COMMERCIAL
- ☒ HARD WIRE ☒ WIRELESS ☐ CELLULAR ☒ RADIO ☐ INTERACTIVE SERVICES
- ☒ INTRUSION MONITORING ☐ HOLD UP OR DURESS ☐ VIDEO MONITORING ☐ WATER DETECTION
- ☒ FIRE MONITORING ☒ FIRE TESTING AND INSPECTION ☐ WATER FLOW VALVE SUPERVISION
- ☐ UL FIRE RUNNER

CONTRACT# 7552

This Monitoring and Services Agreement is entered into on July 01, 2015, by and between City of Redlands-Various Sites ("you," "your"), and Pacific Alarm Service, a California corporation ("we," "us," "our").

YOUR INFORMATION

YOU / Contact Person: Fred Cardenas -  
Premises Address: Various  
Billing Address: 35 Canyon St, Suite 222, Redlands, CA 92373  
Phone: 909-798-7655 Cell Phone: Email: FCardenas@CityofRedlands.org

**1. Term.** The term of the Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by three (3) one-year additional terms (an "Extended Term"), on the same terms and conditions hereof, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

**2. Monitoring Services; Communicator; Programming; Verification.**

**2.1 Monitoring.** You chose the monitoring service, and agree that the service meets your needs. **Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the security system or the signals from the fire system at the Premises ("System") are monitored at our monitoring center or an independent monitoring center ("Monitoring Center") that we select. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises. Upon connection or activation of your security alarm system, we will thoroughly instruct you in the proper use of the System.

**2.2 Communicator.** We will install, cause to be installed, or program, whether in person or remotely, a communicator at your Premises to transmit System signals or images, if any, from your System to our Monitoring Center. All long-range radios, transceivers, and cellular or other communicators, and our yard signs and window stickers remain our property at all times and may be removed by us. When this Agreement expires or is terminated, you will immediately allow us to remove or deactivate, whether remotely or otherwise, the communicator. **Until the communicator is deprogrammed, you are responsible for monitoring fees.**

**2.3 Program; Visual.** We may program the System remotely, and you will allow us access to do so. If your law-enforcement or fire department requires or later requires visual or other verification procedures of an emergency before responding to a System signal, you must comply with the requirement and subscribe for that service if provided by us. We may charge an additional fee for that service.

☐ If you are using a traditional phone line or an internet-based transmission to our Monitoring Center, you thoroughly discussed with us the availability of cellular or radio back-up transmission of alarm signals from the System to the Monitoring Center, and that these services are available at an additional cost. You do not want back-up transmission of alarm signals and understand that, if your transmission service is interrupted or disconnected, no signal will be sent to the Monitoring Center, and emergency personnel will not be called. \_\_\_\_\_ Your Initials

**3. Services and Payment.**

**3.1 Services.** We will provide the following services and you will pay us as follows:

- ☒ Monthly Monitoring of System as Part of Service
- ☒ Monthly Monitoring of Subscriber owned alarm system

**Fire Monitoring Services:**

- ☒ Fire Monthly Basic Monitoring Services: \$ \_\_\_\_\_
- ☐ Fire Monitoring with UL Runner Services: \$ \_\_\_\_\_
- ☐ Fire Monitoring with UL Certificate annual/mo: \$ \_\_\_\_\_
- ☐ Additional Fire Alarm Panel at Same Premises: \$ \_\_\_\_\_

**Intrusion Monitoring Services:**

- ☒ Monthly Monitoring Services – Basic \$ \_\_\_\_\_
- ☐ Monthly Monitoring Services – with open/closing with supervision and notification by Monitoring Center: \$ \_\_\_\_\_
- ☐ Monthly Monitoring Services – with open/closings E-mailed Weekly to You: \$ \_\_\_\_\_

 Your Initials

(E-mail Address: \_\_\_\_\_)

Additional Services per Month:

- ☐ Cellular Transmission of Signals: \$
- ☒ Radio Transmission of Signals: \$
- ☐ Other Service: \_\_\_\_\_ \$

Other Services:

- ☒ Fire Inspection and Testing per attached Scope of Work, which is a part of this Agreement: \$

TOTAL AMOUNT FOR ORIGINAL TERM: \$ 3075.50

Payment Options: ☐ Monthly – \$ 3075.50

☐ Quarterly – \$ ☐ Semi-Annually – \$ ☐ Annually – \$ (paid in same month as above)

**3.2 Payment.** You must pay the prorated fees for the month in which monitoring services begin. Payments are payable in advance, on the first day of the month, commencing on the date set forth above. Your payments shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments. **No finance charge or cost of credit is associated with this Agreement.**

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 11, 16, and 22, which set forth our maximum liability if there is any loss or damage to you or any third party.** You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless. [language must be in 10-point bold]**

**For our residential customers only – You, the buyer, may cancel this transaction at any time before midnight of the third business day after the date of this transaction. See the attached Notice of Right to Cancel form for an explanation of this right.**

☐ FAMILIARIZATION PERIOD REJECTED \_\_\_\_\_

**WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.**

YOU

PACIFIC ALARM SERVICE

Dated: 6-16-15 Jon Harrison, Mayor Pro Tem  
Print Your Name / Title

Dated: 6/18/15 Dale Wille  
Authorized Company Representative

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Owner

Salesperson Name and No.: \_\_\_\_\_

Your Signature: Jon Harrison  
\*\*See important terms on other pages\*\*

ATTEST: Sam Irwin  
Sam Irwin, City Clerk

Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.

4. Fire Inspection and Testing.

**4.1 Test and Report.** You must inspect and test your fire System according to the applicable code and the frequency specified. If you selected fire testing and inspection, we will test and inspect your System according to the applicable code, regulation, or guideline of the authority having jurisdiction of your Premises. We will record and update normal and abnormal conditions or characteristics for the System or the portion of the System being tested or inspected, including panels and other System devices or components as required. We will provide you with our written report and all other required materials within five business days of the test or inspection. Deficiencies will be provided within one business day or discussed during the inspection. Procedures performed, as well as any defects or deficiencies discovered and our recommendations, will be noted in our written report. We will return all paperwork or plans provided to us by you upon the completion of the tests or inspections or with the delivery of our written report.

**4.2 Access.** You will permit us to enter the Premises to service, inspect, or test the System and will provide uninterrupted access. While we are on the Premises, you will provide continuous electrical service.

**4.3 Cancellation.** You will provide us a minimum of 24-hours notice of cancellation of a scheduled inspection or testing. You will pay us a cancellation fee of \$100 per scheduled inspection for cancellations not received on a timely basis.

**5. Disclaimer of Warranties; Liability; Consequential Damages.** Our obligation to provide the System or any other services arises solely out of this Agreement and not through any other means. We do not represent or warrant that the System or service may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection for which it was installed or intended. We or our agents or employees made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or noninfringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promise does not create an express warranty, and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 11, 16, and 22 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates contained here. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

**6. Response to Signals.**

**6.1 Intrusion Signals.** If we receive an intrusion signal, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List (see Paragraph 14) and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach the first two people on your Call List or if we in our sole discretion question a response we have received, we will, without warranty, notify emergency personnel.

**6.2 Holdup or Panic.** If we receive a hold up, duress, or panic signal, we will, without warranty, call emergency personnel, and if requested in writing by you, notify you or your designated representative shown on your Call List.

**6.3 Video or Images.** If we receive video or images, if available, from your System, and we reasonably believe that the images *do not* indicate an emergency condition, we will, without warranty, make reasonable efforts to call you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List but we will *not* notify emergency personnel. If we reasonably believe that the images *do* indicate an emergency condition, we will, without warranty, call emergency personnel, and if requested in writing by you, call you or the designated person on your Call List.

**6.4 Medical Emergency Signals.** If we receive a medical emergency signal, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an emergency exists. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach you or the next person on your Call List, we will, without warranty, notify emergency personnel. **Two-way voice communication is not provided and, if you push the medical button on your alarm keypad, you will need a telephone to talk with someone.** The alarm siren will not sound when the medical button is activated.

**6.5 Fire Signals; Carbon Monoxide Signals.** If we receive a fire alarm signal from *commercial* premises, we will, without warranty, notify emergency personnel and notify you or your designated representative by calling the specified telephone number(s) on your Call List. Trouble or supervisory signals from your fire System are sent to your designated representative in the manner directed. If we receive a fire alarm signal from *residential* premises, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or the next person on your Call List, we will, without warranty, notify emergency personnel.

**6.6 Forced Entry.** You understand that emergency personnel may forcibly enter the Premises when they are told that we received a fire, medical emergency, or carbon monoxide signal from your Premises. You consent to this. You understand that damage to your property may occur and that you are responsible for all costs related to that damage.

**6.7 Water Detection.** If we receive a water detection signal, we will, without warranty, make reasonable efforts to call you or someone at the Premises who is on your Call List and can verify whether a condition exists. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List but **we will not notify emergency personnel.** The alarm siren will not sound when a water detection signal is activated.

**6.8 Interactive Services; Two-Way Voice.** If you selected interactive services, you may receive customized email and text message alerts about System signals on your computer, tablet, smart phone, or other mobile device as well. Certain wireless or interactive services require a compatible computer, tablet, cell phone, or other device with internet and email access. Not all devices will work with these services and you must provide your own devices at your sole expense. You understand that we have no control over these devices, or your internet or email access. Cellular data providers may charge additional fees for accessing the System on wireless devices. These charges are your sole responsibility. If you selected emergency two-way voice service, there is a risk that the connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality coming through the System may be distorted or impossible to understand or hear.

**6.9 Permits; Consent.** Certain law-enforcement or emergency agencies will not respond to an alarm signal unless you have a valid alarm user permit, which you must keep current and renewed as required. See Paragraphs 13.7 and 13.8 for more information regarding alarm permits. If required to do so by any governmental authority or insurance interest, we may discontinue any particular form of response. You consent to the recording of all telephone calls with the Monitoring Center.

**7. Familiarization Period.** Except where required by law, unless you reject the familiarization period by initialing the checkbox above your signature, during a seven-day period (or any period required by law) following completion of installation and connection to the Monitoring Center (and during any applicable extensions), we have no obligation to, and will not, respond to any security alarm signal from your Premises that is received by our Monitoring Center. Even if an actual emergency occurs during this period, we have no obligation to, and will not, notify emergency personnel, you, or your designated representative, or take any other action with regard to a signal we receive.

**8. Alarm Signal Transmission Methods.**

**8.1 Telephone Lines.** You must pay all charges made by the telephone company or other utilities for installation or activation of service connections, telephone jacks, leasing, and service charges of telephone lines connecting your Premises to our Monitoring Center. All charges for the installation and continuity of telephone service connections for the System are your sole responsibility. **Activation of the System will interrupt and disconnect any telephone call in progress. You will be unable to use that line for 911 or any other emergency service. For these reasons, we recommend a dedicated telephone line for your System. If your telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from your System will not be received by our Monitoring Center during any interruption in telephone service. Interruptions will not be known to our Monitoring Center or us, and emergency personnel will not be called.** You must pay us for any costs incurred to reprogram the digital communicator to conform to telephone company-initiated changes in dialing procedures or area

codes. Costs are based on our then current standard service call charge. **We recommend two dedicated telephone lines for your fire System.**

**8.2 Cellular or Radio Transmission.** If cellular or radio service is used as your primary or secondary transmission method, the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting your Premises to our Monitoring Center. **Radio or cellular transmissions are subject to environmental conditions, including power failures and electrical storms, that are totally beyond our control.**

**8.3 Internet Transmission.** Using DSL, BPL, Voice over Internet Protocol ("VoIP"), or other internet-based service may interfere with the signals sent by the System to the Monitoring Center. Signal transmission using these services can be sporadic. These services will not work without electrical power, and may interfere with your ability to call 911 or interfere with the telephone line-seizure feature of the System. To make sure that the System is operational and properly transmitting signals, you must *immediately* test your System after installation of any of these services. Cellular or radio back-up is highly recommended if internet services are used.

**9. False Alarms.** If you cause an excessive number of false alarms through carelessness, or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

#### **10. Service or Repair Services.**

**10.1 Call.** Call us at the number above to request service or repair.

**10.2 Repair; Hours.** Service or repair is provided on a time-and-materials basis at our then current rates for parts and labor, a one-hour minimum fee, and other service call fees. Service is usually performed as soon as reasonably possible. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. through 5:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and service call fees. **Payment must be made upon completion of the work.**

**10.3 Repair or Replace; Remote Access.** We may, in our sole discretion, either repair or replace the part, and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely, and you will allow us access to do so.

**10.4 UL System Service Hours; Runner Service.** UL System service or repair is provided seven days a week, 365 days per year. Runner service is provided within the required response time to investigate or repair the System at our then current regular or premium rates as the case may be. Service performed Monday through Friday, excluding holidays, between the hours of 8:00 a.m. through 5:00 p.m. is charged at our then current regular rates for parts and labor, a one-hour minimum fee, and service call fees. Emergency service is available at all other times at our then current premium labor rate and service call fees.

**10.5 Liability.** We are not responsible for loss or damage while the System is under repair or is awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular Paragraphs 11, 16, and 22, which limit our liability.

**10.6 Takeover of Other Systems.** If we take over or provide service to the System, we are not liable for components or equipment not installed by us.

#### **11. Limitation of Liability.**

**11.1 No Guarantee.** We and our divisions or affiliates are not insurers of your real or personal property or data, or the personal safety of anyone on your Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, or business interruption insurance. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on your Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. It is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system would detect or prevent unauthorized intrusions or activities.

**11.2 Amount of Liability.** If we or our agents or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement, failure of the System, equipment, or service in any manner, breach of warranty, tort, or our active or passive negligence, then our liability is limited to a sum equal to the total annual monitoring fees at the time of the incident or \$1,500, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

**11.3 More Protection.** You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

**12. Interruption, Suspension, or Cancellation of Service.** We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay under the terms of this Agreement. If the Monitoring Center or your Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

#### **13. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.**

**13.1 Test.** Immediately before securing the Premises, you or others using the System must carefully and properly set the security System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at your Premises, you must notify us immediately.

**13.2 Batteries.** If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us. We will replace the batteries at your expense at

our then current rates for parts and labor, plus service call fees. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

**13.3 Carbon Monoxide Detectors.** If you have carbon monoxide detectors, you must replace them *at least every three years*.

**13.4 Changes.** You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. **You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other internet-based telephone service.**

**13.5 Power.** You must provide 24-hour electrical service and electrical outlets for the System.

**13.6 Environment.** You must provide adequate lighting for any camera or video system, and otherwise provide the proper environment for the System as reasonably requested. You will provide and maintain all storage media for the video system.

**13.7 Permits.** Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

**13.8 Notification.** Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. In order to request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

**13.9 Indemnity.** You must defend and indemnify us from any claim made by another alarm company regarding its contract with you.

**14. Authorized Call List; Personnel.** You will immediately give us a written list of names, relationship, titles, and telephone, cell, and pager numbers of all persons to be notified if there is an alarm and the order in which these persons are to be called ("Call List"). You will also give us and keep current a written list of the names, titles, and phone numbers of all persons authorized to enter or remain on the Premises ("Personnel List"). If you are a commercial customer, you must give us a daily and holiday opening and closing schedules and all other information that we may require. All changes to your Call List or Personnel List must be given to us in writing only and become effective only upon our acknowledgment of receipt of the changes. If you choose an interactive service, you are solely responsible for creating and updating your profile on any remote service website.

**15. Change in Ownership of Premises.** Moving from your Premises does not relieve you of your obligations under this Agreement.

**16. Assignment; Rights of Subcontractors.** We may assign this Agreement to any person or entity without notice to you. Without our prior written consent, you must not assign or transfer this Agreement. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. This Agreement, especially Paragraphs 11 and 22, protects the Monitoring Center or our other subcontractors in the same way that the paragraphs protect us.

**17. Default; Interest; Reactivation.**

**17.1 Default.** Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; or (d) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten-days written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled.

**17.2 Interest.** If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

**17.3 Reactivation.** If we for any reason discontinue service and you desire to reactivate the service, reactivation is subject to a \$75 fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current regular rates for parts and labor, and service call fees.

**18. Notices.** All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

**19. Information and Privacy.**

**19.1 Recording.** We may monitor or electronically record video and audio related to monitored activity at your Premises, as well as conversations with you, emergency personnel in connection with employee training, quality control, and the provision of services. You consent to this. Privacy cannot be guaranteed on telephone, cable, wireless, computer, and other systems. We are not liable to you for any claims or damages that may result from a lack of privacy experienced.

**19.2 Consent.** You consent to us (a) using information about you and your location to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud, and respond to regulatory and legal requirements; (b) providing information, including information contained on your Call List and other personal information, to emergency personnel or our subcontractors or assignees for the purpose of providing services or in response to a subpoena or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals personally. We may contact you by telephone, facsimile, e-mail, or other internet services, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

**20. Network or Server Vulnerability; Liability.** You are solely responsible for the integrity and security of your data, software, devices, computer system, networks, servers, and other equipment. We are not liable for any loss or damage arising out of or relating to any unauthorized or improper access to, or use of your System or data. Your System may be connected to the internet. You understand that we do not operate or control the internet, and that viruses, worms, trojan horses, and other malicious or undesirable data, code, software, or users may attempt to access or damage your data, devices, computers, and networks. We are not liable for such activities. We do not guarantee that the System or service will meet your requirements, that the service will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. You must notify us immediately if you upgrade your operating system or make any changes to your file mapping, or your System or devices are unable to access the internet or network service.

**21. Third Party Indemnification; Subrogation.** You must immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and must defend and indemnify us from all claims. You must notify your insurance company of these terms.

**22. Time to Bring Suit; Venue; Governing Law.** Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Riverside County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Riverside County. California law applies to this Agreement regardless of choice-of-law rules.

**23. Entire Agreement.** This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

**24. Enforceability; Waiver.** If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

**25. Interpretation; Construction.** The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

**26. Authorized Signatories; Duplicate.** The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties set forth here. Delivery of the executed Agreement by facsimile or other electronic means is as binding as delivery of an originally-executed Agreement. This Agreement and all documents arising out of or relating to this Agreement may be stored or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

**27. State Licenses.** Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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**ATTACHMENT**Page 1 of 1

Attachment To: ☒ Commercial Purchase and Services Agreement  
☒ Commercial System and Services Agreement  
☐ Residential Sale And Services Agreement  
☐ Monitoring Services Agreement

SUBSCRIBER/CUSTOMER City of Redlands- Various Sites

Schedule of Equipment and Services: ATTACHMENT. The following list of equipment and schedule of work is included as part of the base agreement # 7552 dated 07-01-2015 attached. All terms and conditions of the base agreement remain unchanged and in full force and effect.

**SCHEDULE OF DETECTION**

## Schedule: Site:

|                                |                             |                            |                              |
|--------------------------------|-----------------------------|----------------------------|------------------------------|
| *** Animal Control             | *** Hinckley Water Fire     | *** Henry Tate Water       | *** Hillside Cemetery        |
| *** California St Landfill     | ** Joslyn Center            | *** Smiley Library         | *** PD Narcotics             |
| ** Citrus Fire Stat            | *** Lincoln Shrine          | ** Smiley Library Fire     | ** Corp Yard Service Fire    |
| *** City Hall Fire             | ** Lincoln Shrine Fire      | ** RPD Lock-Up Fire        | *** Municipal Airport Office |
| *** City Hall Council          | *** Municipal Airport       | *** Treasurers Office      |                              |
| *** Civic Center A/B/City Hall | ** Mun. Airport Gate Access | *** Wastewater Collections |                              |
| *** Civic Center Fire          | *** Museum Storage          | ** Wastewater Fire         |                              |
| *** Community Cen              | *** PD Airport Hanger 30    | *** Wastewater Maintenance |                              |
| *** Community Cen Fire         | *** PD Annex                | *** Wastewater Office      |                              |
| *** Corp Yard Auto             | *** PD Annex Fire           | *** Wastewater Operation   |                              |
| *** Corp Yard EOC              | *** PD Brookside            | *** Water Dept             |                              |
| ** Corp Yard - Fire            | *** Corp Yd Service         | *** Hinckley Water         |                              |

Total Monthly \$ 2974.00 Per RFP Proposal Dated 05-04-2015

\*New Systems Not in RFP Proposal: \*\*\*Carriage House Burg. \$41.50 \*\* Carriage House Fire \$60.00

\*\*SUBSCRIBER OWNED .

\*\*\*LEASED- INCLUDED IN MONTHLY COST.

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