

## **SIEMENS STANDARD TERMS AND CONDITIONS**

### **Monitoring Services Addendum**

The terms and conditions of this Addendum are applicable only to the Monitoring Services (“MS”) identified in the Proposal and supplements and modifies the Standard Terms and Conditions with the following additional Articles:

#### **MS Article 1: Definitions**

**1.1** “*Monitoring Services*” means that portion, if any, of the Services expressly described as Monitoring and/or Notification Services and relating to offsite Central Station Monitoring (“CMS”) or Buyer Support Center (“CSC”) services expressly agreed to be provided by Siemens to Buyer.

**1.2** “*Monitored Site*” means the Buyer site for which Monitoring Services are to be provided.

#### **MS Article 2: Alarm Monitoring and/or Notification Service**

Siemens may provide alarm monitoring and/or notification services to Buyer under this Agreement. Buyer acknowledges and agrees that in the event an alarm is received at Siemens’ monitoring center, Siemens will attempt to contact Buyer or any representative provided to Siemens on Buyer’s Emergency contact list by telephone/ two-way voice to confirm the alarm is not false. In the event Siemens fails to contact Buyer or its representative, Siemens will attempt to notify the police department or fire department. Buyer agrees that Siemens shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. Siemens shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, VOIP. Siemens shall have no responsibility or liability for interruptions of service or any resulting consequence.

#### **MS Article 3: Signal Response**

Siemens’ response to receipt of signals from the alarm system and signaling initiation devices (collectively, “*System*”) shall be in accordance with Siemens’ Standard Operating Procedures and with this Agreement. Siemens reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Buyer at Buyer’s designated telephone number(s), or dispatching a representative to Buyer’s premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police (“*security monitoring*”), Fire Department (“*fire monitoring*”), and/or Buyer’s designated representative (“*mechanical monitoring*”).

#### **MS Article 4: Requirements of Buyer**

**4.1** The following are additional requirements of Buyer:

**4.1.1** Furnish Siemens with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;

**4.1.2** Furnish Siemens with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;

**4.1.3** Furnish Siemens written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;

**4.1.4** Notify Siemens of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;

**4.1.5** Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;

**4.1.6** Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Siemens is unable to detect such changes, and that “walk tests” in the area of such coverage are necessary to assure that adequate sensitivity is maintained;

**4.1.7** Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and,

**4.1.8** Furnish telephone or network service connecting the Monitored Site to Siemens monitoring facilities.

**4.2** Buyer understands that calls made to Siemens in connection with signals or access to the Monitored Site may be recorded by Siemens. Buyer, for itself, its agents, and employees consents to such recording.

**4.3** Buyer shall use reasonable efforts to prevent false alarms. In the event of a- false alarm (not caused by the negligence or willful misconduct of Siemens), Buyer shall remain liable for taxes, fees or other charges of any police or fire department, or any other governmental body. Buyer agrees to pay Siemens to reprogram the system if necessary to comply with any area code, telephone numbering or other changes Buyer shall directly pay or, to the extent paid by Siemens, reimburse Siemens, for any false alarm fine, penalty or fee assessed against Siemens by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that Siemens submits to the Buyer for such false alarms.

## **MS Article 5: Termination**

**5.1** Siemens reserves the right to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Buyer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Buyer fails to comply with any of the terms of this Agreement. In addition, Siemens shall have the right to terminate the Monitoring Services immediately if: (a) Siemens is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, Siemens' monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within Siemens' premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Buyer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

**5.2** In the event of termination of the Monitoring Services for any reason, Buyer authorizes Siemens to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring facility and to remove any mode of communication and/or communication interface devices, such as modems, dialers, digital communicators, which are and remain the property of Siemens.

## **MS Article 6: Insurance/Authorization to Notify Authorities/Liquidated Damages/Indemnity**

**6.1** Insurance, if any, covering personal injury and property loss or damage on any of Buyer's premises shall be obtained by Buyer. Buyer agrees to proceed exclusively against Buyer's insurer to recover any damages.

**6.2** If applicable, Buyer hereby authorizes and directs Siemens, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitored Site without authorization as evidenced by the list of authorized persons provided by Buyer and to hold every such person until released by a representative of Buyer designated for this purpose; in all such cases the Buyer agrees to indemnify, defend and hold Siemens and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

**6.3** From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of Siemens to perform any of its obligations hereunder, or the failure of the System to properly operate. If Siemens is found liable for loss or damage due to a failure on the part of Siemens, in any respect, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of Siemens its agents or employees. The parties acknowledge that the price which Siemens has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

**6.4** Buyer is solely responsible for the life and safety of all persons in the Monitored Site, and for protecting against losses to its own property or the property of others in the Monitored Site. Buyer agrees to indemnify, defend and hold harmless Siemens from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Siemens, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Siemens for failure of the System, Siemens equipment or Monitoring Services in any respect, whether due or alleged to be due to malfunction or non-function of the System. Siemens does not represent or warrant that the Services will not be compromised, interrupted or circumvented; that the Services will prevent any loss from any cause; or that the Services will in all cases provide the protection for which it is performed, installed or intended (collectively "*Protections*"). Buyer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that Siemens has neither made representations nor warranties, nor has Buyer relied on any representation or warranties, express or implied regarding said *Protections*.