



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
82751

ADT Security Services  
111 Windsor Dr  
Oak Brook IL 60523

DATE  
11/3/2011  
F.O.B. POINT

PURCHASE ORDER NO.  
178719 - 000- OP  
REQUISITION NO.  
00099819 OR

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO	Clerk of the Circuit Court 50 W Washington Rm 1001 Chicago IL 60602	DELIVERY INSTRUCTIONS 69 W. WASHINGTON RM 2500 COMAKIYA SMITH 312-603-5123	DEPT NO	
			3350406	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	ANNUAL SERVICE CHARGE ANNUAL SERVICE CHARGES AND MAINTENANCE FOR WIRELESS HOLDUP ALARM SECURITY SERVICES THROUGHOUT THE CLERK OF THE CIRCUIT COURT'S OFFICE AT THE FOLLOWING LOCATION: 50 WEST WASHINGTON STREET 10TH FLOOR ROOM 1001 CHICAGO, ILLINOIS 60602 SERVICE AND MAINTENANCE FOR ONE YEAR TO BEGIN ON THE DATE OF COMPLETED INSTALLATION	1.00 YR	854.0000	854.00	3350406.530605
2.00	INSTALLATION CHARGE INSTALLATION AND TRAINING OF THE FOLLOWING EQUIPMENT ASSOCIATED WITH THE WIRELESS SECURITY SERVICE: FOCUS WIRELESS HOLDUP SYSTEM QUANTITY: 1 FOCUS CADET PACKAGE (P1) W/ATTACK PROOF CABINET FOCUS INTERACTIVE KEYPAD QUANTITY: 1 12 V 7AH BATTERY QUANTITY: 1 TELCO JACK QUANTITY: 1 TELEPHONE CABLE QUANTITY: 1 ADT FOCUS PANEL WIRELESS INTERFACE QUANTITY: 1 DOUBLE BUTTON BELT CLIP PENDANT QUANTITY: 5  REQ# 13350062	1.00 JB	1,842.0000	1,842.00	3350406.530605
***** Total Order *****				2,696.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

*Maria de la Cruz*  
11/8/11 BR

10/17/11

Requisition # OR 99819 Contract #

Purchase Requisition  
Office of the Purchasing Agent  
Cook County of Illinois

#3802  
9A

45 Bk New

Purchase Order Number  
178719

Ship To: 802590 Clerk of the Circuit Court  
XL Specialty Insurance Company  
Chicago IL 60602  
Supplier: 82751  
69 W WASHINGTON RM 2500  
COMAKRYA SMITH 312-603-5123  
ADT Security Services  
111 Windsor Dr  
Oak Brook IL 60523

Buyer Number 724150 Supervisor 40  
Bid/Sale Src Code SOLE  
Business Unit 3350406  
Internal Req Number 13350062  
Board App Date & Item 10/14/2011  
Requisition Date 10/14/2011  
Date Needed 10/14/2011

One Time Purchase Yes No Covers Need for months Specific Period of time from Prior Contract No. Expiration Date Emergency No.  
Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1.000	962	ANNUAL SERVICE CHARGE	<	>	1.00	YR	854.0000	854.00	3350406 530605
2.000	962	INSTALLATION CHARGE	<	>	1.00	JB	1,842.0000	1,842.00	3350406 530605

ANNUAL SERVICE CHARGES AND MAINTENANCE FOR WIRELESS HOLDUP ALARM SECURITY SERVICES THROUGHOUT THE CLERK OF THE CIRCUIT COURTS OFFICE AT THE FOLLOWING LOCATION:  
50 WEST WASHINGTON STREET  
10TH FLOOR ROOM 1001  
CHICAGO, ILLINOIS 60602  
SERVICE AND MAINTENANCE FOR ONE YEAR TO BEGIN ON THE DATE OF COMPLETED INSTALLATION

INSTALLATION AND TRAINING OF THE FOLLOWING EQUIPMENT ASSOCIATED WITH THE WIRELESS SECURITY SERVICE:  
FOCUS WIRELESS HOLDUP SYSTEM  
QUANTITY: 1  
FOCUS CADET PACKAGE (P1) WATTACK PROOF CABINET  
QUANTITY: 1  
FOCUS INTERACTIVE KEYPAD  
QUANTITY: 1  
12 V 7AH BATTERY  
QUANTITY: 1  
TELECO JACK  
QUANTITY: 1

CERTIFICATION  
I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

RECEIVED  
OFFICE OF THE  
PURCHASING AGENT  
OCT 21 AM 11:20  
PROCUREMENT

REQUISITIONER BUREAU or DEPARTMENT HEAD

DATE BY

ACCT #

# Purchase Requisition

## Office of the Purchasing Agent

Cook County of Illinois

Purchase Order Number

Requisition # **OR 99819** Contract #

Open Date

Ship To: 802590 Clerk of the Circuit Court  
 XL Specialty Insurance Company  
 Chicago IL 60602

Delivery Instructions:  
 69 W. WASHINGTON RM 2500  
 COMAKIYA SMITH 312-503-5123

Supplier: 82751 ADT Security Services  
 111 Windsor Dr  
 Oak Brook IL 60523

Buyer Number 724150 Supervisor 40  
 Bid/Sale Src Code SOLE  
 Business Unit 3350406  
 Internal Req Number 13350062  
 Board App Date & Item  
 Requisition Date 10/14/2011  
 Date Needed 10/14/2011

One Time Purchase Yes  No  Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_ Prior Contract No. \_\_\_\_\_ Expiration Date \_\_\_\_\_ Emergency No. \_\_\_\_\_

Line #	Commodity	Description	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
		TELEPHONE CABLE					
		QUANTITY: 1					
		ADT FOCUS PANEL WIRELESS INTERFACE					
		QUANTITY: 1					
		DOUBLE BUTTON BELT CLIP PENDANT					
		QUANTITY: 5					
		REG# 13350062					
Total of Items Ordered						<u>2,696.00</u>	

**CERTIFICATION**  
 I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER 

BUREAU OF DEPARTMENT HEAD

ACCT # \_\_\_\_\_  
 DATE \_\_\_\_\_ BY \_\_\_\_\_



OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

October 14, 2011

Ms. Maria de Lourdes Coss  
Cook County Purchasing Agent  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602

Dear Ms. Coss:

Please find attached Requisition #13350062 (System Requisition #99819), for the alarm service installation and monitoring with ADT Security Systems.

ADT Security Services is the proprietary and sole source provider that is currently providing monitor and alarm protection for the Office of the Clerk of the Circuit Court.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dorothy Brown', written over a horizontal line.

Dorothy Brown  
Clerk of the Circuit Court

RECEIVED  
OFFICE OF THE  
PURCHASING AGENT  
2011 OCT 21 AM 11:20  
PROCUREMENT



**Cook County  
Office of the Purchasing Agent**

**Sole Source Justification**

<b>General Information</b>	Date: 10/14/11
Unit/Department: Clerk of the Circuit Court	Phone No. 312- 603-5123
Contact Name: CoMakiya Smith	email <a href="mailto:cdsmith@cookcountycourt.com">cdsmith@cookcountycourt.com</a>

<b>Vendor Information</b>	Requisition No. 99819 / 13350062
Name: ADT Security Services	Purchase Order No.
Address: 111 Windsor Drive Oak Brook, IL 60523	Contract No.

**Description.** Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered.

Installation, maintenance, and technical support for Security System plan for a period of one year. On-site service will be provided during 8:00 AM to 5:00 PM Monday through Friday in the office of the Clerk of the Circuit Court 50 W. Washington Room 1001.

**Type.** Please select one of the options and explain below.

Single Source       Proprietary/Copyright Restrictions       Equipment Compatibility  
 Patented Product       Exclusive or Unique Capability       Other, please explain

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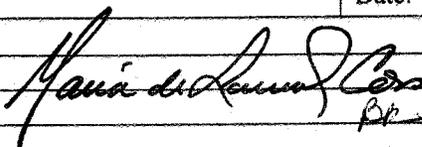
Explanation: Why is this product or service the only one that would satisfy the requirement(s)?

ADT Security Services is the sole proprietary vendor for the parts for the installed equipment and the only authorized service provider in the United States.

**Due Diligence.** Describe the due diligence performed that led to the conclusion that this is a sole source.

Deliberate and extensive search.

<b>Department Recommendation</b>	
Requestor: CoMakiya Smith	Date: 10/14/11
Department Head: Wasiu Fashina	Date: 10/14/11

<b>Purchasing Agent Approval</b>	
Signature: 	Date: 11/8/11



**ADT Always There®**

ADT Security Services

111 Windsor Drive  
Oak Brook, IL 60523

Tel: 800 525 2134  
Fax: 630 218 7551

www.adt.com

June 28, 2011

Mr. Kevin D. Murphy, Asst. Comptroller  
Clerk of the Circuit Court of Cook County, IL  
50 W. Washington Street  
Chicago, IL 60602

RE: Executive Office – Tenth Floor – Room 1001  
Office of Dorothy M. Brown  
50 W. Washington Street  
Chicago, IL 60602

Dear Mr. Murphy,

Please be advised the ADT security systems to be installed at the aforementioned site will be directly installed by employees of ADT Security Services, Inc. ADT will be the sole provider of all maintenance services on these systems, and has the proprietary right to continue our maintenance plan services with Cook County, IL.

Very truly yours,

Charles Tripamer  
Sr. Commercial Account Executive



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0351-CHICAGO CENTRALIZED SERVICES

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-GWXOHE

DATE: 6/28/2011

ADT Security Services, Inc. ("ADT")

Charles Tripamer 111 Windsor Dr, Oak Brook, IL 60523 Tele. No. (630) 458-7715

Clerk of the Circuit Court of Cook County, IL d/b/a: ("Customer")

Customer Billing Information 50 W. Washington Street, 10th Floor - Room 1001 - Executive Office Chicago, IL 60602 Attn: Kevin D. Murphy Tele. No. (312) 603-7789

Customer Premises Served 50 W. Washington Street, 10th Floor - Room 1001 - Executive Office Chicago, IL 60602 Attn: Kevin D. Murphy Tele. No. (312) 603-7789

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter (b) Scope of Work / Schedule(s) of Protection (c) Terms and Conditions (d) Additional Terms and Conditions (e) State Specific Forms, if applicable (e.g., local permit applications) (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) (g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$1,842.00 ("Installation Charge") with \$ payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$854.00 per annum (the "Annual Service Charge"), payable in advance Annual plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, ninety percent (90%) of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE \_\_\_\_\_

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE \_\_\_\_\_

Presented by: \_\_\_\_\_ (Signature of ADT Sales Representative)

Accepted By: \_\_\_\_\_ (Signature of Customer's Authorized Representative)

Sales Agent: Charles Tripamer Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_ (Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



ADT Always There®

**ADT COMMERCIAL SALES AGREEMENT**

TOWN NO.  
0351-CHICAGO  
CENTRALIZED  
SERVICES

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-GWXOHE

**STATEMENT OF WORK / SCHEDULE OF PROTECTION**

**IV. STATEMENT OF WORK / SCHEDULE OF PROTECTION ("SOW"):** ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

**A. Ownership of System and/or Equipment:** ADT Owned - ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.

**B. Services to be Provided ("Services")**

Alarm Monitoring and Notification Services

**Burglar Alarm Monitoring PROVIDED, Monitoring Service PROVIDED, Primary Monitoring Service PROVIDED**

Video Surveillance Services (attach Rider Form ###)

**No Services Selected**

Managed Access Control Services

**No Services Selected**

Video Equipment

**No Services Selected**

Quality Service Plan (QSP)/Maintenance; Preventative Maintenance/Inspections

**Maintenance Quality Service Plan PROVIDED  
Inspections NOT PROVIDED**

Additional Services

**Transmission - Digital One Line with No Backup**

**C. Equipment to be Installed ("Equipment"):** ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	TO BE INSTALLED:	
1	Focus Wireless Hold Up System	
1	PKG Focus Cadet Package(P1) w/Attack Proof Cabinet,Focus Interactive Keypad	
1	Battery 12V 7AH (1)	
1	Telco Jack	
1	Telephone Cable	
1	ADT Focus Panel Wireless Interface	
5	Double Button Belt Clip Pendant	
1	Customer shall provide and install an outgoing voice grade phone line and any needed Conduit.	

**D. Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

- Contact Information:
- System Operation: Focus / Inovonics Wireless Hold Up System - Executive Office
- Programming Info:
- Site Conditions:
- Existing Equipment:
- Customer Expectations:
- Training Expectations:
- General Comments:
- Customer Responsibilities / ADT Exclusions:
- Documentation Needs:

**Contract Notes -**

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

#### A. Services.

##### A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not: respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service - If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

##### A.2. Communication Facilities.

(a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES/ HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE") INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL

TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**A.3. Quality Service Plan ("QSP"/Maintenance; Testing/Inspections Service.**

**1. Quality Service Plan ("QSP"/Maintenance.**

(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.

(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.

(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.

(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.

(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

**2. Testing/Inspections Service.** If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

**A.4. Investigator Response Service.** Intentionally left blank - Services have not been purchased.

**A.5. Select View Managed Video Services/Interactive Video Monitoring Services.** Intentionally left blank - Services have not been purchased.

**A.5.1. Video/Audio Alarm Verification Service/Video Verification.** Intentionally left blank - Services have not been purchased.

**A.5.2. Video Guard Tour.** Intentionally left blank - Services have not been purchased.

**A.5.3. Video Escort.** Intentionally left blank - Services have not been purchased.

**A.5.4. Video Assist.** Intentionally left blank - Services have not been purchased.

**A.5.5. Video Audit.** Intentionally left blank - Services have not been purchased.

**A.5.6. Outdoor Interactive Video Monitoring Services.** Intentionally left blank - Services have not been purchased.

**A.5.7. ADT SelectView Portal.** Intentionally left blank - Services have not been purchased.

**A.5.8. Unattended Delivery - Alarm Based Video Monitoring.** Intentionally left blank - Services have not been purchased.

**A.5.9. Unattended Delivery - Live Video Monitoring of Process -** Intentionally left blank - Services have not been purchased.

**A.6. Managed Access Control Services.** Intentionally left blank - Services have not been purchased.

**A.7. ADT SelectSM DataSource Service.** Intentionally left blank - Services have not been purchased.

**A.8. ADT Select™ Vision / Select™ Vision with Auditing.** Intentionally left blank - Services have not been purchased.

**A.9. ADT Select™ Entry.** Intentionally left blank - Services have not been purchased.

**A.10. Additional Services.** If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

(a) ADT Select™ Link - Immediate Response Information System (IRIS)

(b) ADT Select Managed Access Control

(c) Electronic Article Surveillance ("EAS")

(d) Guard Response Service

(e) Radio Frequency Identification ("RFID")

(f) Training Services

(g) Watchman's Reporting Service

**B. Warranty (90-Day).**

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.
2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.
3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.
4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.
5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.
6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.
2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.
2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.
3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.
4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.
6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.
2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.
3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site

is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

#### H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

#### I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.

4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.

6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.

7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814.DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT Always There®

# ADT COMMERCIAL SALES AGREEMENT

TOWN NO.  
0351-CHICAGO  
CENTRALIZED  
SERVICES

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-GWXOHE

## ADDITIONAL TERMS AND CONDITIONS

DATE: 6/28/2011

ADT Security Services, Inc. ("ADT")

Charles Tripamer  
111 Windsor Dr,  
Oak Brook, IL 60523  
Tele. No. (630) 458-7715

Clerk of the Circuit Court of Cook County, IL

d/b/a:  
("Customer")

**Customer Billing Information**  
50 W. Washington Street, 10th Floor - Room 1001 - Executive  
Office  
Chicago, IL 60602  
Attn: Kevin D. Murphy  
Tele. No. (312) 603-7789

**Customer Premises Served**  
50 W. Washington Street, 10th Floor - Room 1001 - Executive  
Office  
Chicago, IL 60602  
Attn: Kevin D. Murphy  
Tele. No. (312) 603-7789

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

<b>Terms and Conditions</b>
Scope of Work. ADT will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement.
Wireless Holdup Alarm Service. Customer understands and agrees that the Wireless Holdup Alarm equipment being furnished under this Agreement may be subject to interference from extraneous signals. This service may be disconnected at the option of ADT in the event such interference results in an excess of false alarms. In such event, ADT will not be liable for any damage or subject to any penalty for discontinuing service.
Proposal Based on Customer's Plans, Drawings, Estimates, etc. The location and description of the protection equipment set forth in this Agreement has been taken from Customer-provided plans, drawings, or estimates. If the fully completed System consists of more or less equipment and/or materials than specified in such plans, drawings, or estimates, then the Installation Charge, Annual Service Charge, and/or Outright Sale Price will be increased or decreased in accordance with the then prevailing charges for the equipment, services, and/or materials which has been added or deleted.
A/C Power. Customer will supply the necessary 110VAC power as required by ADT.
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: \_\_\_\_\_  
(Signature of ADT Sales Representative)

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: **Charles Tripamer**  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_