

Alarm Monitoring Terms and Conditions

These Alarm Monitoring Terms and Conditions ("Agreement") govern all proposals, quotations, sales orders, and service contracts between Blackhawk Technologies LLC ("Provider") and the customer identified in any related order or proposal ("Customer"). This Agreement overrides any prior or contemporaneous written or verbal understandings and supersedes any standard terms included in Customer's purchase orders, proposals, or other documents. Changes to this Agreement are valid only if made in writing and signed by authorized representatives of both parties.

1. Definitions

- **Provider:** Refers to Blackhawk Technologies LLC or any affiliated entity performing the services or providing the equipment.
- **Customer:** The purchaser or contracting entity identified in the proposal, order, or related documents.
- **Services or Work:** All equipment, monitoring, and related services furnished by Provider to Customer under this Agreement.

2. Pricing and Taxes

Unless stated otherwise in writing, quoted prices exclude sales, use, excise, or similar taxes. Customer is responsible for all applicable taxes unless valid exemption documentation is provided. Prices are subject to correction of typographical or clerical errors and may change before order acceptance.

3. Contract Term and Renewal

This Agreement renews automatically for successive periods unless either party provides written notice of non-renewal at least thirty (30) days before the current term ends. Provider may terminate this Agreement upon written notice if Customer breaches any provision. In such cases, remaining balances become immediately due.

4. Communication Equipment and Signal Transmission

The alarm system transmits signals via third-party communication networks (e.g., landline, broadband, cellular). Customer acknowledges that interruptions or failures in these networks, whether from technical faults, third-party interference, or deliberate tampering, may prevent signals from reaching the monitoring center. Provider will not receive fault notifications during such interruptions. Customer must:

- Test the system monthly and after any repairs or modifications.
- Confirm compatibility of communication services with the system, particularly when switching service providers or technologies.
- Promptly repair any issues affecting communications or system operation.

5. Customer Responsibilities

Customer is responsible for proper use, testing, and maintenance of the system. Safe access must be provided for Provider personnel performing work. Customer is solely responsible for obtaining required permits, licenses, or local approvals related to system installation or monitoring.

6. Limitation of Liability

Provider is not liable for indirect, incidental, special, or consequential damages (including lost profits or business opportunities) arising from system failure, signal transmission errors, or services provided under this Agreement. In any case, Provider's liability will not exceed the greater of:

- The annual service fee paid by Customer; or
- \$500 (five hundred dollars).

Customer agrees this limitation constitutes liquidated damages, not a penalty.

False alarms and any resulting fines are the Customer's responsibility. Provider may suspend or terminate services if the system generates excessive false signals, becomes a "problem account," or if Customer fails to fulfill obligations under this Agreement.

7. Not an Insurance Policy

Monitoring services do not provide insurance coverage. Provider is not an insurer of Customer's premises, property, or occupants. The fees charged relate solely to monitoring services and do not reflect the value of property or potential losses.

8. Subcontractors

Provider may engage third-party monitoring centers or service providers. These subcontractors act as independent contractors and not as Provider's partners or agents, though Provider remains responsible for ensuring compliance with this Agreement.

9. Emergency Response

Monitoring consists of contacting designated emergency services or customer-provided contacts upon receipt of specific alarm signals ("Listed Events"). Provider's obligation is fulfilled upon attempting such contact, including leaving voicemail or similar messages. Monitoring does not guarantee response times or prevent injury or property loss.

10. Performance Suspension

If Customer fails to meet obligations (including payment), Provider may suspend services without liability until the issue is resolved. Delivery or performance timelines will be extended accordingly.

11. Payment Terms

Unless otherwise agreed in writing:

- Fees are billed annually in advance and due within thirty (30) days.
- Late payments may incur interest at 1.5% per month (or the maximum legal rate).
- Non-payment may result in service suspension or termination without further notice.

12. Limited Warranty

Services are warranted to be performed in a professional manner for ninety (90) days. Customer's sole remedy is repair or replacement of defective services. Equipment warranties are limited to those provided by the manufacturer. No other express or implied warranties apply, including merchantability or fitness for a particular purpose.

13. Compliance with Laws

Provider will comply with applicable federal, state, and local laws for performing services. Customer is responsible for permanent permits or licenses required for system use.

14. Safety Compliance

Both parties agree to notify each other of any Occupational Safety and Health Administration (OSHA) inspections or alleged violations related to the system or services.

15. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the state where services are performed, excluding conflict-of-law principles. Any dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Construction Industry Rules. Arbitration shall take place in Asheville, NC, and the prevailing party is entitled to recover reasonable attorney's fees and costs.

16. Equipment Removal and Limitation of Liability

In the event of account cancellation by the Customer or non-payment for services as outlined in this agreement, Blackhawk Technologies LLC ("Provider") reserves the right to deactivate, disable, and/or remove any leased or installed security system equipment from the Customer's premises.

Customer acknowledges and agrees that removal of such equipment may result in minor cosmetic or structural damage to property, including but not limited to holes, paint discoloration, or damage to mounting surfaces. Provider shall not be held liable for any such damages, nor for any costs associated with repair, restoration, or replacement of affected areas following equipment removal.

It is the Customer's sole responsibility to arrange for and bear the costs of any repair or restoration work deemed necessary following removal. The Customer further agrees to allow reasonable access to the premises for Provider to retrieve said equipment upon cancellation or termination of service for any reason.

17. Account Delinquency, Cancellation, and Reconnection

In the event the Customer's account becomes past due, Provider will issue written notice to the Customer regarding the outstanding balance. Upon such notice, the Customer shall have fifteen (15) calendar days to bring the account current in full.

If payment is not received within the 15-day period, Provider reserves the right to suspend or cancel monitoring services and, if applicable, initiate removal of any leased or installed equipment in accordance with Section 16. Cancellation of services due to non-payment shall not relieve the Customer of any outstanding financial obligations under this agreement.

For accounts involving fire alarm monitoring, the local fire marshal or authority having jurisdiction (AHJ) will be notified of the suspension or cancellation of monitoring services at the same time the Customer is notified.

Should the Customer wish to reinstate monitoring services after cancellation due to non-payment, Provider may, at its sole discretion, allow reconnection. In such cases, the Customer must first satisfy all outstanding balances and may be subject to a reconnection fee. The amount of such fee shall be determined by Provider and communicated to the Customer in advance.

18. Insurance

Provider maintains insurance coverage consistent with industry standards but does not name Customer as an additional insured. Proof of insurance will be provided upon request. Notification of policy cancellation will be given with thirty (30) days' notice.

19. Entire Agreement

This Agreement constitutes the complete understanding between the parties and supersedes all prior communications. Amendments require written approval by both parties. If any provision is deemed unenforceable, remaining provisions remain in effect. Rights and obligations may not be assigned by Customer without Provider's written consent.

20. Equal Opportunity Compliance

Provider and Customer will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a) prohibiting discrimination and requiring affirmative action for protected veterans, individuals with disabilities, and other protected classes.