

TEL NET SYSTEMS INC.
1320 S. 31st Street W.
Billings, Montana 59102
(406) 839-9975

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/19/2025

Subscriber's Name: Yellowstone County Sheriff's Office

Telephone No.: (406) 256-2929

Address: 2323 2nd Ave N, Billings MT 59101

Cell Phone No.: _____

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

Purchase Price: \$ N/A

Approximate date work to begin N/A

Taxes: \$ N/A

Estimated date work to be substantially completed N/A

Total: \$ N/A

Down Payment: \$ N/A

Balance due upon completion of installation: \$ N/A

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Radio or Cellular ☐ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras
☐ Access Control ☐ Access Control Administration ☐ Video System Administration ☐ Alarm Signal Verification ☐ Self-Monitoring
☐ Cyber Security: Compliant Encryption ☐ Thermal Imaging Device ☐ Smart Water Shut Off Valve ☐ Guard Response
☐ Alarm.com Services (See Attached Alarm.com Rider) ☐ Virtual Remote Gate Guard Monitoring and Access Control Service
☐ Network Administration ☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TEL NET / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TEL NET shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TEL NET is the intellectual property of TEL NET and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TEL NET. TEL NET's signs and decals remain the property of TEL NET and must be removed upon termination of this agreement.

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

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

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

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

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

☒ (ii) The sum of \$ 55 per month for the monitoring of the Security System for the term of this agreement.

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

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

Subscriber to initial for per call service option: _____

☐ (ii) **REPAIR SERVICE PLAN:** Subscriber agrees to pay TEL NET for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

(c) INSPECTION AND TESTING (Select i or ii):

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

☐ (ii) Subscriber agrees to pay TEL NET on a per call basis for inspection and testing service. If this agreement provides for inspection and testing service on a per call basis, Subscriber agrees to pay TEL NET for inspection and testing services at time of service. Unless otherwise noted in the Schedule of Equipment and Services, inspection and testing service includes testing of all accessible components to ensure proper working order. If the system is certificated by a NRTL, the inspection will comply with the certification requirements. TEL NET will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection, tests only that components are in proper working order at time of inspection, unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or batteries. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TEL NET has no responsibility or liability.

Subscriber to initial for per call inspection and testing service option: _____

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

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CAMERAS / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TEL NET the sum of \$0_____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

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

☒ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(l), SUBSCRIBER SHALL PAY \$55_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES.**

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 12 Months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TEL NET shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TEL NET may invoice Subscriber in advance monthly, quarterly, or annually at TEL NET's option. Unless otherwise specified herein, all recurring charges for 4(a)-(l) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. In the event TEL NET agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TEL NET or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TEL NET. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TEL NET or TEL NET's designee Monitoring Center and TEL NET does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TEL NET and are not maintained by TEL NET except TEL NET may own the radio network, and TEL NET shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TEL NET with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TEL NET will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TEL NET's notification obligation. All changes and revisions shall be supplied to TEL NET in writing. Subscriber authorizes TEL NET to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TEL NET to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TEL NET \$130.00 for each such service. TEL NET may, without prior notice, suspend or terminate its services, in TEL NET's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required in paragraph 4. Upon suspension or termination of services TEL NET will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TEL NET unless required by court order or request of law enforcement for exigent circumstances.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TEL NET shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any

means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TEL NET's written consent. If Subscriber has provided keys to the premises to facilitate repairs when Subscriber is absent from the premises, only repairs covered by the Repair Service Plan or authorized in writing will be performed.

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

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TEL NET does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TEL NET will authorize Subscriber access. TEL NET is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TEL NET shall have no liability for such third party unauthorized access. TEL NET is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TEL NET is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND ADMINISTRATION / NETWORK ADMINISTRATION: If Network Administration is selected as a service to be provided and included in the Schedule of Equipment and Services, Subscriber provided internet access shall be connected to a computer supplied by the Subscriber or TEL NET and connected to Subscriber's computer network and TEL NET is authorized to access the network remotely via the Internet or on-site pursuant to the terms of this Agreement, to trouble-shoot, install or update software and make Subscriber requested changes. Hardware repair is not included in this service. If data storage or backup is a selected service TEL NET or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. TEL NET shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

If Access Control Administration is selected as a service to be provided TEL NET will maintain the data base for the operation of the Access Control System. Subscriber will advise TEL NET of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TEL NET regarding personnel access must be in writing via email or fax to addresses designated by TEL NET. TEL NET shall have remote Internet access to the Subscriber's designated computer to program and make data base updates and changes to the system. TEL NET, for Subscriber's convenience, will, if noted in the Schedule of Equipment and Services, retain on-site access by card or FOB which shall be identifiable by the access control reader in order to service or reprogram the access control system when Subscriber is not on premises. Subscriber is responsible for maintaining its computer and computer network and Internet access and notifying TEL NET if service is required.

11. VIRTUAL REMOTE GATE GUARD MONITORING AND ACCESS CONTROL SERVICE: If Virtual Remote Gate Guard Monitoring And Access Control Service is included in the Schedule of Equipment and Services, Virtual Remote Gate Guard Monitoring and Access Control Service consists of electronically monitoring the Subscriber owned entrance and exit gates to the Subscriber's community utilizing monitored cameras, audio and access control devices. Subscriber authorized members of the community will be provided card access or key fob by Subscriber so they can by-pass the identification process and freely access and open the ingress gate. All others entering the property will be required to provide identification and such other information Subscriber establishes for ingress so that the Monitoring Center will electronically open the gate to permit ingress. Monitoring Center shall make every reasonable effort to verify the identity and purpose of entering the property and use its discretion in denying access to anyone not meeting Subscriber's criteria for entry but Subscriber acknowledges that TEL NET shall have no liability for admitting anyone who causes damage, theft or injury or for refusing to admit anyone. Subscriber acknowledges that TEL NET is remote and it's only recourse is to refuse to open the gate, call Subscriber or call Police. Subscriber authorizes Monitoring Center to use its discretion to remotely allow or deny access to Subscriber premises. TEL NET is authorized to leave the gate open due to, but not limited to, inclement weather, unusually high traffic volume, loss of power, video or audio communication or inability to open and close gate remotely. Subscriber agrees to provide TEL NET with an accurate list of authorized members of the community who have card or key fob access and names and address of all others authorized to authorize TEL NET to approve ingress. All egress shall be by automated gate under video surveillance but no Monitoring Center intervention.

Average Que Waiting Time: The parties agree that the Que Waiting Time is, for purposes of this agreement, the period of time that starts when a call from the kiosk reaches the guard center call que and ends when the call connects to a guard. The average Que Waiting Time should under normal conditions be less than 120 seconds.

12. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TEL NET shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TEL NET shall store data received from Subscriber's system for one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. If system has remote access TEL NET is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TEL NET shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TEL NET has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

13. THERMAL IMAGING DEVICES: Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by TEL NET and may not be cleared through the FDA 510(k) process. The

parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, of any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.

14. WATER VALVE SHUT OFF / THERMOSTAT / LIGHTING / LOCKS: If Water Valve Shut Off is included as a component of the system, the installation of the shut off device must be installed by Subscriber or a licensed plumber. TEL NET has no responsibility for the installation of water shut off valves and shall have no liability for the operation or efficacy of the device. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances Subscriber shall be responsible to engage a licensed professional independent of TEL NET to shut off the utility service or equipment. TEL NET has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by TEL NET. Thermostats, lighting and other electronic devices may require a licensed electrician. Locks may require a licensed locksmith. Unless specifically included in the Schedule of Equipment and Services it is Subscriber's responsibility to engage a licensed electrician, locksmith or other licensed tradesman to install certain devices to be provided by TEL NET or other trades.

15. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TEL NET or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TEL NET to station its guard at the premises for more than 30 minutes, and TEL NET has sufficient personnel to provide such service, and TEL NET makes no such representation that its personnel will be available, then Subscriber agrees to pay TEL NET \$120.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TEL NET to provide extended guard service by email, text or recorded conversation to TEL NET at the time request is made and TEL NET is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

16. In the event that any part of the security equipment installed by TEL NET becomes defective, TEL NET agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TEL NET reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TEL NET is not the manufacturer of the equipment and other than TEL NET's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **EXCEPT AS SET FORTH IN THIS AGREEMENT, TEL NET MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND TEL NET SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. TEL NET does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TEL NET expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TEL NET. Subscriber acknowledges that any affirmation of fact or promise made by TEL NET shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TEL NET's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TEL NET has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TEL NET's breach of this agreement or negligence to any degree under this agreement is to require TEL NET to repair or replace, at TEL NET's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TEL NET will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

GENERAL PROVISIONS

17. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TEL NET shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TEL NET's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TEL NET, TEL NET shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TEL NET the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TEL NET on less than 24 hour notice to TEL NET. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TEL NET, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TEL NET be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TEL NET for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by TEL NET's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to TEL NET by TEL NET's suppliers and vendors in connection with equipment and services to be provided by TEL NET to Subscriber. TEL NET will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

18. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of

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

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

20. ALTERATION OF PREMISES FOR INSTALLATION / AGENCY DISCLOSURE: TEL NET is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TEL NET's sole discretion for the installation and service of the security system, and TEL NET shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. If a party executing this agreement is acting as an agent for a principal, it is agent's responsibility to disclose to TEL NET the name of the principal and to notify TEL NET in advance in the event agent's principal changes during the initial or renewal terms of this agreement.

21. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by TEL NET.

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

23. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TEL NET, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TEL NET's performance, negligent performance or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TEL NET or TEL NET's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TEL NET, which shall not unreasonably be withheld. TEL NET shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

24. EXCULPATORY CLAUSE: TEL NET is not an insurer and no insurance coverage is offered herein. The equipment and TEL NET's services are designed to detect and reduce certain risks of loss, though TEL NET does not guarantee that no loss or damage will occur. No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. TEL NET is not assuming liability, and, therefore, Subscriber agrees TEL NET, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue TEL NET, for any loss, economic or non-economic, business loss or interruption, consequential damages to the extent permitted by law, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TEL NET's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

25. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TEL NET is named as additional insured, proof of which shall be provided to TEL NET, and which shall on a primary and non-contributing basis cover any loss or damage TEL NET's services are intended to detect in an amount deemed sufficient by Subscriber. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or TEL NET's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TEL NET shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TEL NET and its subcontractors for loss or damages caused by perils intended to be detected by TEL NET's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

26. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TEL NET'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TEL NET AS A RESULT OF TEL NET'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TEL NET'S OBLIGATIONS PURSUANT TO THIS AGREEMENT, EQUIPMENT FAILURE, HUMAN ERROR, STRICT PRODUCTS LIABILITY, OR ANY OTHER LEGAL DUTY, IN CONTRACT, TORT, EQUITY OR LAW, ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ACTUAL, COMPENSATORY OR NOMINAL, THAT TEL NET'S LIABILITY AND DAMAGES, WHETHER ACTUAL, COMPENSATORY, NOMINAL, CONSEQUENTIAL (TO THE EXTENT PERMITTED BY LAW), PUNITIVE, EXEMPLARY, STATUTORY, OR ANY OTHER DAMAGE SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TEL NET'S AMOUNT OF LIMITATION OF LIABILITY AND DAMAGES, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TEL NET'S INCREASED LIABILITY AND DAMAGES. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. TEL NET'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION

OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

27. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TEL NET, the payments to be made by the Subscriber for the term of this agreement form an integral part of TEL NET's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TEL NET's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TEL NET, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TEL NET shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event TEL NET retained ownership of the Communication System and Subscriber breaches this agreement or this agreement expires for any reason, TEL NET may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. Upon suspension or termination of services TEL NET will notify Subscriber of such termination. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

SUBSCRIBER MAY BRING CLAIMS AGAINST TEL NET ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT PERMITTED BY LAW) MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Montana, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against TEL NET with respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

28. TEL NET'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TEL NET is authorized and permitted to subcontract any services to be provided by TEL NET to third parties who may be independent of TEL NET, and that TEL NET shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TEL NET to act as Subscriber's agent with respect to such third parties, except that TEL NET shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TEL NET's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TEL NET.

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

30. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TEL NET assigned by TEL NET to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TEL NET shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TEL NET, times twelve, together with TEL NET's counsel and expert witness fees.

31. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TEL NET for any fees or fines relating to permits or false alarms. TEL NET shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third-party subpoenas or summons TEL NET requiring any services or appearances, Subscriber agrees to pay TEL NET \$150 per hour for such services and appearances. Subscriber shall reimburse TEL NET for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

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

33. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TEL NET to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

34. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other

provision in this agreement unenforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TEL NET SYSTEMS INC.:

By: Nate Bergum
Signature DocuSigned by:
D8B3E178E8534C3...

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

Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: _____

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

Signature (Name Must Be Printed Below) SS#

Print Name Residence Address

TEL NET SYSTEMS INC.
1320 S. 31st Street W.
Billings, Montana 59102
(406) 839-9975

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/19/2025

Subscriber's Name: Yellowstone County Evidence Building

Telephone No.: (406) 256-2929

Address: 3165 King Ave E, Billings MT 59101

Cell Phone No.: _____

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

Purchase Price: \$ N/A

Approximate date work to begin N/A

Taxes: \$ N/A

Estimated date work to be substantially completed N/A

Total: \$ N/A

Down Payment: \$ N/A Balance due upon completion of installation: \$ N/A

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Radio or Cellular ☐ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras
☐ Access Control ☐ Access Control Administration ☐ Video System Administration ☐ Alarm Signal Verification ☐ Self-Monitoring
☐ Cyber Security: Compliant Encryption ☐ Thermal Imaging Device ☐ Smart Water Shut Off Valve ☐ Guard Response
☐ Alarm.com Services (See Attached Alarm.com Rider) ☐ Virtual Remote Gate Guard Monitoring and Access Control Service
☐ Network Administration ☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TEL NET / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TEL NET shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TEL NET is the intellectual property of TEL NET and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TEL NET. TEL NET's signs and decals remain the property of TEL NET and must be removed upon termination of this agreement.

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

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

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

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

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

☐ (II) The sum of \$ 55 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select I or II):**

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

Subscriber to initial for per call service option: _____

☐ (II) **REPAIR SERVICE PLAN:** Subscriber agrees to pay TEL NET for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

(c) INSPECTION AND TESTING (Select i or ii):

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

☐ (ii) Subscriber agrees to pay TEL NET on a per call basis for inspection and testing service. If this agreement provides for inspection and testing service on a per call basis, Subscriber agrees to pay TEL NET for inspection and testing services at time of service. Unless otherwise noted in the Schedule of Equipment and Services, inspection and testing service includes testing of all accessible components to ensure proper working order. If the system is certificated by a NRTL, the inspection will comply with the certification requirements. TEL NET will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection, tests only that components are in proper working order at time of inspection, unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or batteries. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TEL NET has no responsibility or liability.
Subscriber to initial for per call inspection and testing service option: _____

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

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CAMERAS / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TEL NET the sum of \$0_____ per month for the term of this agreement. Select remote access / video / audio services to be provided:
☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☒ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(l), SUBSCRIBER SHALL PAY \$55_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES.**

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 12 Months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TEL NET shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TEL NET may invoice Subscriber in advance monthly, quarterly, or annually at TEL NET's option. Unless otherwise specified herein, all recurring charges for 4(a)-(l) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. In the event TEL NET agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TEL NET or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TEL NET. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TEL NET or TEL NET's designee Monitoring Center and TEL NET does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TEL NET and are not maintained by TEL NET except TEL NET may own the radio network, and TEL NET shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TEL NET with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TEL NET will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TEL NET's notification obligation. All changes and revisions shall be supplied to TEL NET in writing. Subscriber authorizes TEL NET to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TEL NET to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TEL NET \$130.00 for each such service. TEL NET may, without prior notice, suspend or terminate its services, in TEL NET's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required in paragraph 4. Upon suspension or termination of services TEL NET will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TEL NET unless required by court order or request of law enforcement for exigent circumstances.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TEL NET shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any

means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TEL NET's written consent. If Subscriber has provided keys to the premises to facilitate repairs when Subscriber is absent from the premises, only repairs covered by the Repair Service Plan or authorized in writing will be performed.

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

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TEL NET does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TEL NET will authorize Subscriber access. TEL NET is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TEL NET shall have no liability for such third party unauthorized access. TEL NET is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TEL NET is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND ADMINISTRATION / NETWORK ADMINISTRATION: If Network Administration is selected as a service to be provided and included in the Schedule of Equipment and Services, Subscriber provided internet access shall be connected to a computer supplied by the Subscriber or TEL NET and connected to Subscriber's computer network and TEL NET is authorized to access the network remotely via the Internet or on-site pursuant to the terms of this Agreement, to trouble-shoot, install or update software and make Subscriber requested changes. Hardware repair is not included in this service. If data storage or backup is a selected service TEL NET or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. TEL NET shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

If Access Control Administration is selected as a service to be provided TEL NET will maintain the data base for the operation of the Access Control System. Subscriber will advise TEL NET of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TEL NET regarding personnel access must be in writing via email or fax to addresses designated by TEL NET. TEL NET shall have remote Internet access to the Subscriber's designated computer to program and make data base updates and changes to the system. TEL NET, for Subscriber's convenience, will, if noted in the Schedule of Equipment and Services, retain on-site access by card or FOB which shall be identifiable by the access control reader in order to service or reprogram the access control system when Subscriber is not on premises. Subscriber is responsible for maintaining its computer and computer network and Internet access and notifying TEL NET if service is required.

11. VIRTUAL REMOTE GATE GUARD MONITORING AND ACCESS CONTROL SERVICE: If Virtual Remote Gate Guard Monitoring And Access Control Service is included in the Schedule of Equipment and Services, Virtual Remote Gate Guard Monitoring and Access Control Service consists of electronically monitoring the Subscriber owned entrance and exit gates to the Subscriber's community utilizing monitored cameras, audio and access control devices. Subscriber authorized members of the community will be provided card access or key fob by Subscriber so they can by-pass the identification process and freely access and open the ingress gate. All others entering the property will be required to provide identification and such other information Subscriber establishes for ingress so that the Monitoring Center will electronically open the gate to permit ingress. Monitoring Center shall make every reasonable effort to verify the identity and purpose of entering the property and use its discretion in denying access to anyone not meeting Subscriber's criteria for entry but Subscriber acknowledges that TEL NET shall have no liability for admitting anyone who causes damage, theft or injury or for refusing to admit anyone. Subscriber acknowledges that TEL NET is remote and it's only recourse is to refuse to open the gate, call Subscriber or call Police. Subscriber authorizes Monitoring Center to use its discretion to remotely allow or deny access to Subscriber premises. TEL NET is authorized to leave the gate open due to, but not limited to, inclement weather, unusually high traffic volume, loss of power, video or audio communication or inability to open and close gate remotely. Subscriber agrees to provide TEL NET with an accurate list of authorized members of the community who have card or key fob access and names and address of all others authorized to authorize TEL NET to approve ingress. All egress shall be by automated gate under video surveillance but no Monitoring Center intervention.

Average Que Waiting Time: The parties agree that the Que Waiting Time is, for purposes of this agreement, the period of time that starts when a call from the kiosk reaches the guard center call que and ends when the call connects to a guard. The average Que Waiting Time should under normal conditions be less than 120 seconds.

12. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TEL NET shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TEL NET shall store data received from Subscriber's system for one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. If system has remote access TEL NET is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TEL NET shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TEL NET has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

13. THERMAL IMAGING DEVICES: Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by TEL NET and may not be cleared through the FDA 510(k) process. The

parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, or any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.

14. WATER VALVE SHUT OFF / THERMOSTAT / LIGHTING / LOCKS: If Water Valve Shut Off is included as a component of the system, the installation of the shut off device must be installed by Subscriber or a licensed plumber. TEL NET has no responsibility for the installation of water shut off valves and shall have no liability for the operation or efficacy of the device. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances Subscriber shall be responsible to engage a licensed professional independent of TEL NET to shut off the utility service or equipment. TEL NET has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by TEL NET. Thermostats, lighting and other electronic devices may require a licensed electrician. Locks may require a licensed locksmith. Unless specifically included in the Schedule of Equipment and Services it is Subscriber's responsibility to engage a licensed electrician, locksmith or other licensed tradesman to install certain devices to be provided by TEL NET or other trades.

15. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TEL NET or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TEL NET to station its guard at the premises for more than 30 minutes, and TEL NET has sufficient personnel to provide such service, and TEL NET makes no such representation that its personnel will be available, then Subscriber agrees to pay TEL NET \$120.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TEL NET to provide extended guard service by email, text or recorded conversation to TEL NET at the time request is made and TEL NET is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

16. In the event that any part of the security equipment installed by TEL NET becomes defective, TEL NET agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TEL NET reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TEL NET is not the manufacturer of the equipment and other than TEL NET's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **EXCEPT AS SET FORTH IN THIS AGREEMENT, TEL NET MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND TEL NET SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. TEL NET does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TEL NET expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TEL NET. Subscriber acknowledges that any affirmation of fact or promise made by TEL NET shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TEL NET's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TEL NET has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TEL NET's breach of this agreement or negligence to any degree under this agreement is to require TEL NET to repair or replace, at TEL NET's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TEL NET will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

GENERAL PROVISIONS

17. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TEL NET shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TEL NET's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TEL NET, TEL NET shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TEL NET the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TEL NET on less than 24 hour notice to TEL NET. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TEL NET, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TEL NET be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TEL NET for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by TEL NET's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to TEL NET by TEL NET's suppliers and vendors in connection with equipment and services to be provided by TEL NET to Subscriber. TEL NET will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

18. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of

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

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

20. ALTERATION OF PREMISES FOR INSTALLATION / AGENCY DISCLOSURE: TEL NET is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TEL NET's sole discretion for the installation and service of the security system, and TEL NET shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. If a party executing this agreement is acting as an agent for a principal, it is agent's responsibility to disclose to TEL NET the name of the principal and to notify TEL NET in advance in the event agent's principal changes during the initial or renewal terms of this agreement.

21. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by TEL NET.

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

23. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TEL NET, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TEL NET's performance, negligent performance or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TEL NET or TEL NET's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TEL NET, which shall not unreasonably be withheld. TEL NET shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

24. EXCULPATORY CLAUSE: TEL NET is not an insurer and no insurance coverage is offered herein. The equipment and TEL NET's services are designed to detect and reduce certain risks of loss, though TEL NET does not guarantee that no loss or damage will occur. No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. TEL NET is not assuming liability, and, therefore, Subscriber agrees TEL NET, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue TEL NET, for any loss, economic or non-economic, business loss or interruption, consequential damages to the extent permitted by law, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TEL NET's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

25. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TEL NET is named as additional insured, proof of which shall be provided to TEL NET, and which shall on a primary and non-contributing basis cover any loss or damage TEL NET's services are intended to detect in an amount deemed sufficient by Subscriber. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or TEL NET's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TEL NET shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TEL NET and its subcontractors for loss or damages caused by perils intended to be detected by TEL NET's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

26. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TEL NET'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TEL NET AS A RESULT OF TEL NET'S BREACH OF CONTRACT, NEGLIGENCE, EQUIPMENT FAILURE, HUMAN ERROR, STRICT PRODUCTS LIABILITY, OR ANY OTHER LEGAL DUTY, IN CONTRACT, TORT, EQUITY OR LAW, ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ACTUAL, COMPENSATORY OR NOMINAL, THAT TEL NET'S LIABILITY AND DAMAGES, WHETHER ACTUAL, COMPENSATORY, NOMINAL, CONSEQUENTIAL (TO THE EXTENT PERMITTED BY LAW), PUNITIVE, EXEMPLARY, STATUTORY, OR ANY OTHER DAMAGE SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TEL NET'S AMOUNT OF LIMITATION OF LIABILITY AND DAMAGES, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TEL NET'S INCREASED LIABILITY AND DAMAGES. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. TEL NET'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION

OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

27. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TEL NET, the payments to be made by the Subscriber for the term of this agreement form an integral part of TEL NET's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TEL NET's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TEL NET, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TEL NET shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event TEL NET retained ownership of the Communication System and Subscriber breaches this agreement or this agreement expires for any reason, TEL NET may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. Upon suspension or termination of services TEL NET will notify Subscriber of such termination. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

SUBSCRIBER MAY BRING CLAIMS AGAINST TEL NET ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT PERMITTED BY LAW) MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Montana, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against TEL NET with respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

28. TEL NET'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TEL NET is authorized and permitted to subcontract any services to be provided by TEL NET to third parties who may be independent of TEL NET, and that TEL NET shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TEL NET to act as Subscriber's agent with respect to such third parties, except that TEL NET shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TEL NET's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TEL NET.

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

30. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TEL NET assigned by TEL NET to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TEL NET shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TEL NET, times twelve, together with TEL NET's counsel and expert witness fees.

31. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TEL NET for any fees or fines relating to permits or false alarms. TEL NET shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third-party subpoenas or summons TEL NET requiring any services or appearances, Subscriber agrees to pay TEL NET \$150 per hour for such services and appearances. Subscriber shall reimburse TEL NET for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

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

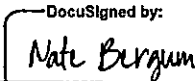
33. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TEL NET to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

34. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other

provision in this agreement unenforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TEL NET SYSTEMS INC.:

By:  _____
Signature DBB3E17BE8534C3...

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

Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: _____

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

Signature (Name Must Be Printed Below) SS#

Print Name Residence Address