

iMotion Security shall have the right to increase the annual service charge after 1 year. In the event of termination prior to end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 90% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as penalty). The Customer agrees to pay, in addition to the service charges that are imposed by any government body, relating to the installation or service provided under this Agreement and to pay any increase in charges to iMotion Security for facilities required for transmission of signals under this Agreement. In the event iMotion Security's representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or, failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Customer. Failure to pay amounts due shall give iMotion Security, in addition to any other remedies, the right to charge interest at the highest legal rate on the delinquent amounts. Customer agrees to pay all costs, and legal fees. The installation charge quoted in this Agreement is based on iMotion Security performing the installation with its own personnel. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision. Customer warrants that the Customer: (1) has requested the equipment/service specified in this Agreement for its own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed of that Customer has the authority to engage iMotion Security to carry out the installation in the premises and (3) will comply with all laws, codes, and regulations pertaining to the use of the equipment/services.

A Signal Receiving and Notification Service shall be provided by iMotion Security if the reverse side of this Agreement includes a charge for Signal Receiving and Notification Service and in the event an alarm signal registers at iMotion Security's Central Station, iMotion Security shall endeavour to notify the appropriate Police or Fire Department and the designated representative of the Customer. In the event a burglar alarm signal a fire signal registers at iMotion Security's Central Station, iMotion Security at its sole discretion, may endeavour to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, iMotion Security shall endeavour to notify promptly the appropriate Police Department or Fire Department. In the event a supervisory signal or trouble signal registers at iMotion Security's Central Station, iMotion Security shall endeavour to notify promptly the designated representative of the Customer.

In the event ALARM VERIFICATION SERVICE is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted.

It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

The Customer represents that any vault to be protected by iMotion Security hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories of Canada.

The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Schedule of Protection prior to setting the alarm system for closed periods, according to procedures prescribed by iMotion Security, and to notify iMotion Security promptly in the event that such equipment fails to respond to the test.

Communication Facilities - **A. AUTHORIZATION** - Customer authorizes iMotion Security to make requests for information, service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement **B. DIGITAL COMMUNICATOR** - If connection to the iMotion Security Central Station is to be by Digital Communicator, the Customer agrees to provide a connection via a registered telephone jack to a telephone channel required for the iMotion Security equipment. Such connection shall be electrically first before any other telephone or Customer equipment, and shall be within 3 meters (10 feet) of the iMotion Security Control Panel. If requested by the Customer, iMotion Security shall provide such connection at the cost of the Customer. The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that iMotion Security does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph E of this Agreement.

B **Warranty:** If direct sale is indicated on the reverse side, any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at iMotion Security's option with a new or functionally operative part. Labour and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation.

This Warranty does not apply to the conditions listed below and in the event Customer calls iMotion Security for service under the Warranty and upon inspection by iMotion Security's representative it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of iMotion Security's representative whether a not he/she actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions" not covered by Warranty, a charge will be made for such work at iMotion Security's then applicable rates for labour and material. Service will be furnished by iMotion Security during its normal working hours, 8:00 AM. to 4:30 P.M., Monday through Friday, except holidays.

Conditions not covered by Warranty **A.** Damage resulting from accidents, acts of God, alteration, misuse, tampering a abuse. **B.** Failure of the Customer to properly follow operating instructions provided by iMotion Security at time of installation or at a later date. **C.** Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials a insufficient light on the area viewed by the camera(s). **D.** Trouble due to interruption of commercial power a to the phone service **E**) Batteries.

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

C **Maintenance** - If the reverse side of this Agreement indicates this service is being provided, iMotion Security will, upon Customer's request, provide ordinary maintenance and repair of such system due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of iMotion Security, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 3 meters (10 feet) of the iMotion Security Control Panel. It is mutually agreed that the work of installation and iMotion Security's repairs of the system shall be performed between the hours of 8:00 A.M. and 4:30 P.M., exclusive of Saturdays, Sundays and holidays.

EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) Conditions not covered by warranty listed above in paragraph B. It is understood and agreed that iMotion Security's obligation relates to the maintenance solely of the specific protection system, and that iMotion Security is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Customer or of others not installed by iMotion Security. If not contracted for before the expiration of the Warranty, iMotion Security will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labour and/or material at iMotion Security's then prevailing rates.

Inspections - iMotion Security will provide the number of inspections of the Alarm system only as specified on the reverse side of this Agreement between the hours of 8:00 AM. and 4:30 P.M., exclusive of Saturdays, Sundays and holidays and subject to the exclusions set forth above for maintenance.

D **IF INVESTIGATOR RESPONSE SERVICE** is being furnished as indicated on the reverse side, the levels available are as follows:

Level I - Exterior Investigation Upon receipt of a burglar alarm signal from the Customer's premises, iMotion Security, in addition to notifying the Police Department as indicated above, will endeavour to notify the Customer's designated representative and also endeavour to dispatch a representative to the Customer's premises. The representative will make an investigation of the exterior of the premises from his vehicle. At the conclusion of the representative's investigation iMotion Security will notify the Customer's designated representative of the results of the investigation.

Level II -Interior Investigation Upon receipt of a burglar alarm signal from the Customer's premises, iMotion Security, in addition to notifying the Police Department as indicated above, will endeavour to dispatch a representative. The representative will conduct an exterior investigation and then enter the Customer's premises with keys which must be provided by the Customer and make an interior investigation. However, if there is evidence of an attack, the iMotion Security representative will terminate his investigation until the police arrive. The Customer's representative will then be notified if there has been an attack. Otherwise a notice of the alarm will be left at the control unit.

For either level of investigation, the Customer authorizes and directs iMotion Security to cause the arrest of any person or persons unauthorized to enter Customer's premises and to hold that person or persons until released by the Customer or an authorized known representative, and in such cases to indemnify iMotion Security against any liability, cost or expense in consequence of such arrest. If the Customer requests that the iMotion Security Representative remain at the premises pending Customer's arrival, and iMotion Security agrees to comply, the Customer will be charged at iMotion Security's then prevailing rate for labour.

E **IT IS UNDERSTOOD THAT iMotion Security IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO iMotion Security HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. iMotion Security MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF iMotion Security TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF iMotion Security AND AGREES THAT iMotion Security SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF iMotion Security SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY; AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF iMotion Security, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST iMotion Security MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED iMotion Security COMPANIES. IF THE CUSTOMER DESIRES iMotion Security TO ASSUME A GREATER LIABILITY, iMotion Security SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY iMotion Security OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD iMotion Security AS AN INSURER, IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST iMotion Security FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD iMotion Security HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND LEGAL FEES.**

F If CCTV EQUIPMENT IS INVOLVED, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as shelf or desk space for monitors.

G At iMotion Security's option, the Customer may be charged for any false alarm caused by the Customer or for any unnecessary service run.

H **CANCELLATION** - If Central Station or Direct Connection is furnished, this Agreement may be terminated at the option of iMotion Security if iMotion Security's Central Station is substantially damaged by fire or catastrophe, or if iMotion Security is unable to have connections or privileges necessary to transmit signals between the Customer's premises, iMotion Security's Central Station a the Municipal Fire or Police Department a other agency and iMotion Security shall not be liable for any damages or subject to any penalty as a result of such termination. If it is understood and agreed that this Agreement may be terminated by iMotion Security in the event that the Customer fails to follow any recommendations iMotion Security may make for the repair or replacement of defective parts of his/her system not covered under the Warranty or Maintenance Service Contract or in the event that the Customer's failure to follow the operating instructions provided by iMotion Security results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

I **iMotion Security ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF iMotion Security, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.**

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

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

L **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND iMotion Security. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF iMotion Security. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.**

I declare that I have read and agree to the terms and conditions of this present contract.

Signature: _____ Date: _____