

SECURITY EQUIPMENT SALES/MONITORING/SERVICE CONTRACT



204 Brownlow Ave., Unit 135
 Dartmouth NS B3B 0M4
 1-866-453-3388 / wilsons.ca

Wilson's Security Account #	
Monitoring Station Account #	

ACCESS YOUR ACCOUNT: wilsonsecurity.ca/myaccount

Site Address

Subscriber Name: _____
 Contact Name: _____
 Address: _____
 City: _____ Prov: _____ PC: _____
 Telephone: _____
 Email Address: _____

Billing Address

Subscriber Name: _____
 Contact Name: _____
 Address: _____
 City: _____ Prov: _____ PC: _____
 Telephone: _____
 Email Address: _____

1. WILSON SECURITY LIMITED (hereinafter referred to as "WSL") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system, consisting of the following equipment: (**See your accepted Security Solution Investment Proposal or Schedule of Equipment and Services**).

Additional premises may be added to this agreement using a Schedule of Equipment and Services for that premise. The terms of any alarm sales, monitoring, inspection and services indicated on the Schedule of Equipment and Services shall be governed by this agreement. The charges for equipment and services may vary by premise and will be indicated on the relevant Schedule of Equipment and Services.

Purchase Price:	\$ _____	EQUIPMENT FEE:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Taxes:	\$ _____	If EQUIPMENT FEE is selected, Purchase Price waived provided Buyer pays Equipment Fee. This waiver does not include additional equipment, extras or applicable tax.	
Total:	\$ _____	Monthly Equipment Fee (plus applicable tax):	\$ _____
Down Payment:	\$ _____	Equipment Fee Term (months):	_____
Balance Due Upon Completion of the Installation:	\$ _____	Equipment Fee Term Ending Date:	mm/dd/yyyy
Approximate date work to begin:	mm/dd/yyyy	Total Cost of Equipment Fee Over Term (plus tax):	\$ _____
Est. date work to be substantially completed:	mm/dd/yyyy		

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

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax. Billing shall be (select one): Monthly Annually

(a) **MONITORING CENTRE CHARGES:** Subscriber agrees to pay WSL:

Monitoring, Communication Method: Digital (Telephone) Cellular High Speed Internet

Monitored Alarm Signals: Intrusion Smoke/Heat CO Active Care Panic Button Low Temp Flood Other _____

(i) The sum of \$ _____, per month for the monitoring of the Security System for the term of this agreement commencing on the Billing Start Date, all payments due on the first of the month.

(ii) **Additional Monitored Services:** The sum of \$ _____, per month for _____

(b) **REMOTE SUBSCRIBER ACCESS / STREAMING VIDEO DATA / VIDEO SURVEILLANCE / AUDIO:** Subscriber agrees to pay WSL the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

Remote Access By Subscriber Video Data to Subscriber's Mobile Device Monitoring Centre Remote Video/Audio Monitoring of Live Streaming Video Clips Monitored Upon Alarm Activation Only Cloud Service Data Storage and Retrieval Hosted/Managed Access Control Audio Other (describe): _____

(c) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay WSL 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, WSL or its designated Monitoring Centre shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by WSL or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(d) **SERVICE (Select either i or ii)**

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

(ii) **PREMIUM SERVICE PLAN:** Subscriber agrees to pay WSL for service of the security system the sum of \$ _____ per month for the term of this agreement, commencing on: _____

(e) **SELF-MONITORING:** Subscriber agrees to pay WSL the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from the Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Centre Monitoring, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Centre.

Total Services Cost (Items a through e): \$ _____ per month.

Services Contract Term: The term of this agreement shall be for a period of _____ Years Months, **renewing on** mm/dd/yyyy. (see Paragraph 4. below)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF WSL:** Provided Subscriber performs this agreement for the full term thereof, upon termination WSL 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 WSL is the intellectual property of WSL and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Canadian Copyright Laws, and may subject violator to civil and criminal penalties. The Equipment shall remain 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 WSL. WSL's signs and decals remain the property of WSL and must be removed upon termination of this Agreement.

4. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for the Services Contract Term and the Equipment Fee Term (if applicable) as defined above and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice of their intention not to renew the contract at least 30 days prior to the expiration of any term. Receipt of Subscriber notice to cancel must be confirmed by WSL. For clarity, the Equipment Fee shall not renew after the expiration of the Equipment Fee Term. After the expiration of the initial Services Contract Term WSL shall be permitted from time to time to increase all charges, excluding the Equipment Fee, by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. Unless otherwise specified herein, the Total Services Cost shall commence on the day the Services begin and subsequently the first day of the month for the applicable billing cycle following.

5. MONITORING CENTRE MONITORING: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and/or fire alarm system, WSL or its designee Monitoring Centre 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. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from WSL. 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 WSL or WSL's designee Monitoring Centre and WSL 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 WSL and are not maintained by WSL except WSL may own the radio network, and WSL 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 WSL 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 WSL 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 WSL's notification obligation. All changes and revisions shall be supplied to WSL in writing. Subscriber authorizes WSL to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Centre to monitor video or audio then upon receipt of an alarm signal Monitoring Centre shall monitor video or audio for so long as Monitoring Centre in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests WSL to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay WSL \$90.00 for each such service. WSL may, without prior notice, suspend or terminate its services, in WSL's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Centre facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Centre 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 WSL.

6. SERVICE: Premium Service Plan pursuant to paragraph 2(d)(ii) includes all parts and labor, and WSL shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 4:30 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and holidays. All repairs, replacement or alteration to 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. Expired batteries will be exchanged for new batteries at a Wilsons Security office designated by Wilsons Security. Electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components (such as smoke, CO and propane detectors) exceeding manufacturer's specified end of life (EOL), 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 WSL's written consent.

7. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by WSL, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by WSL or Subscriber's Internet or wireless connection device which is compatible with WSL's remote services. WSL 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 permits, connect the system to the Internet over which WSL has no control. The remote services server is provided either by WSL or a third party. WSL shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. WSL 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. WSL shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. 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 or any other established criteria for encryption and WSL shall have no liability for access to the alarm system by others.

8. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and/or wireless service at Subscriber's premises. WSL does not provide Internet service or maintain Internet connection and is not responsible for wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server, unless Subscriber has contracted with WSL to provide Internet or Telephone service. If Subscriber has contracted with WSL to provide Internet or Telephone service the Terms of Service for Internet, Telephone or Television Service will apply to the supply and function of those services. In consideration of Subscriber making its monthly payments for remote access to the system WSL will authorize Subscriber access. WSL 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 WSL shall have no liability for such third party unauthorized access. WSL 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. WSL 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.

9. 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. WSL shall be permitted to access and make changes to the system's operation on site and over the Internet. If data storage is a selected service, WSL shall store data received from Subscriber's system as specified by the third party vendor of your remote access system, limited by time or by capacity. WSL shall have no liability for data corruption or inability to retrieve data even if caused by WSL'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 WSL and WSL has no responsibility for such access or IP address service, unless Subscriber has contracted with WSL to provide Internet or Telephone service. If Subscriber has contracted with WSL to provide Internet or Telephone service the Terms of Service for Internet, Telephone or Television Service will apply to the supply and function of those services. If the system has remote access, WSL 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. WSL 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. WSL 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.

LIMITED WARRANTY ON SALE

10. IN THE EVENT THAT ANY PART OF THE SECURITY SYSTEM BECOMES DEFECTIVE, WSL AGREES TO MAKE ALL REPAIRS AND REPLACEMENT OF PARTS WITHOUT COSTS TO THE SUBSCRIBER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION. WSL 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. WSL IS NOT THE MANUFACTURER OF THE EQUIPMENT AND OTHER THAN WSL'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, WSL MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND WSL SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. WSL 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, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. WSL EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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 WSL. SUBSCRIBER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY WSL SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY UNLESS INCLUDED IN THIS AGREEMENT IN WRITING; THAT SUBSCRIBER IS NOT RELYING ON WSL'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 WSL HAS OFFERED ADDITIONAL AND MORE SOPHISTICATED EQUIPMENT FOR AN ADDITIONAL CHARGE WHICH SUBSCRIBER HAS DECLINED. SUBSCRIBER'S EXCLUSIVE REMEDY FOR WSL'S BREACH OF THIS AGREEMENT OR NEGLIGENCE TO ANY DEGREE UNDER THIS AGREEMENT IS TO REQUIRE WSL TO REPAIR OR REPLACE, AT WSL'S OPTION, ANY EQUIPMENT WHICH IS NON-OPERATIONAL. THIS LIMITED WARRANTY IS INDEPENDENT OF AND IN ADDITION TO SERVICE CONTRACTED UNDER PARAGRAPH 2(d)(ii) OF THIS AGREEMENT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM PROVINCE TO PROVINCE. IF REQUIRED BY LAW, WSL WILL PROCURE ALL PERMITS REQUIRED BY LOCAL LAW AND WILL PROVIDE A CERTIFICATE OF WORKMAN'S COMPENSATION PRIOR TO STARTING WORK.

GENERAL PROVISIONS

11. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code WSL makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then WSL will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time the additional equipment is requested.

12. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: WSL shall not be liable for any damage or loss sustained by Subscriber as a result of delay in 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 WSL's negligence in the performance of this agreement. 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 WSL, WSL shall have such additional time for performance as may be reasonably necessary under the circumstances. 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 WSL, 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 WSL 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 WSL for such service or material.

13. 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 WSL if it is in need of repair. Service if provided is pursuant to paragraph 2 and 6. WSL shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, WSL 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 4:30 p.m. Subscriber agrees to test and inspect the security equipment and to advise WSL of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and WSL 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 WSL, 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 WSL, evidencing that warranty service was requested by Subscriber.

14. 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 to 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 2 (d) (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 connect with the security system as originally installed without WSL's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: WSL is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in WSL's sole discretion for the installation and service of the security system, and WSL 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.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by WSL.

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

18. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless WSL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by WSL's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against WSL or WSL'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 WSL, which shall not be unreasonably withheld. WSL shall have the right to assign this agreement (including but not limited to its right to receive payment) and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: WSL and Subscriber agree that WSL is not an insurer and no insurance coverage is offered herein. The fire alarm, security equipment and WSL's services are designed to detect and reduce certain risks of loss, though WSL does not guarantee that no loss will occur. WSL is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, equipment failure, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by WSL'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 intentional willful misconduct.

20. INSURANCE / ALLOCATION OF RISK: The Subscriber shall maintain a policy of homeowner's or commercial property and liability insurance for liability, casualty, fire, theft, and property damage, under which Subscriber is named as insured and WSL is named as additional insured and which shall cover any loss or damage WSL's services are intended to detect to 100% of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or WSL's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. WSL 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 the Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against WSL and its subcontractors for loss or damages caused by perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF WSL AS A RESULT OF WSL'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF WSL'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT WSL'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENTS FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE WSL'S AMOUNT OF LIMITATION OF LIABILITY, 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 WSL'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

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

LIMITATION OF LIABILITY PROVISIONS.

22. **DEFAULT/ LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by WSL, the payments to be made by the Subscriber for the term of this agreement form an integral part of WSL's anticipated profits; that in the event of Subscriber's default it would be difficult to quantify WSL's damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to WSL, 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, the parties agree that such payment is a genuine pre-estimate of the actual damages suffered by WSL and payment of such damages does not represent any form of a penalty. In the event of a payment default by the Subscriber and in any event, WSL 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.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. **Subscriber to Initial:** _____

In any action commenced by WSL against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST WSL 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 PURSUANT TO THE *COMMERCIAL ARBITRATION ACT* 1999, R.S.N.S., c. 5. PARTIES AGREE THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. By agreeing to this arbitration provision, you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action, except as prescribed by the *Commercial Arbitration Act* 1999, R.S.N.S., c. 5. Service of process or papers in any legal proceeding or arbitration between the parties may be made by registered mail delivered by Canada Post addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Nova Scotia, Canada. The Parties further agree that any arbitration pursuant to this agreement must be located in Halifax, Nova Scotia. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against WSL in 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. **Subscriber to Initial:** _____

23. **WSL'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that WSL is authorized and permitted to subcontract any services to be provided by WSL to third parties who may be independent of WSL, and that WSL 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 WSL to act as Subscriber's agent with respect to such third parties, except that WSL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to WSL'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 assignee, subcontractors, manufacturers, vendors, and Monitoring Centre of WSL.

24. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify WSL 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 WSL discovers the presence of suspected asbestos or other hazardous material, WSL 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 WSL for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If WSL, in its sole discretion, determines that continuing the work poses a risk to WSL or its employees or agents, WSL may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate WSL for all services rendered and material provided to date of termination. WSL shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall WSL be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

25. **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 WSL for any fines relating to permits or false alarms. WSL 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 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 WSL requiring any services or appearances, Subscriber agrees to pay WSL \$150 per hour for such services and appearances. Subscriber shall reimburse WSL for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

26. **CONSUMER REPORTING ACT:** In compliance with the *Consumer Reporting Act* 1989, R.S.N.S., c. 93, the Subscriber hereby authorizes WSL to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under The Consumer Reporting Act. Written request must be given from the Subscriber to WSL to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

SUBSCRIBER PROVIDES WRITTEN CONSENT TO OBTAIN CONSUMER CREDIT REPORT. **Subscriber to Initial:** _____

27. **FULL AGREEMENT/SEVERABILITY:** This agreement along with your accepted Security Solution Investment Proposal or the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except WSL's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance. 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. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

WILSON SECURITY LIMITED:

DATE: mm/dd/yyyy

By:

Signature

Print Name

NOTICE OF CANCELLATION- BUYER'S RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT FROM THE DAY YOU ENTER INTO THE CONTRACT UNTIL 10 DAYS AFTER YOU RECEIVE A COPY OF THE CONTRACT OR STATEMENT OF CANCELLATION RIGHTS. YOU DO NOT NEED A REASON TO CANCEL. SEE THE ATTACHED STATEMENT OF CANCELLATION RIGHTS FORM FOR AN EXPLANATION OF THIS RIGHT.

Subscriber 1: Signature

Subscriber 2: Signature (or Company Name)

Print Name1

Print Name 2

Address