



Security Systems, Surveillance
Access Control, PERS

QA License #08-7985
AESBL Permit #08-1221

1006 South Brundidge Street • P.O. Box 1228
Troy, Alabama 36081-1228 • (334) 566-3310
www.troycable.net

BR#	<input type="text"/>	Company Use Only
CS#	<input type="text"/>	
Phone #	<input type="text"/>	
Email	<input type="text"/>	

COMMERCIAL SCHEDULE OF SERVICE AND EQUIPMENT

Pursuant to the Commercial Installation and Service Agreement (“Agreement”) executed by and between Troy Cable (“Company”) and _____ (“Customer”) on _____ this Commercial Schedule of Service

and equipment becomes an inseparable part of the Agreement and provides a listing of Service and Equipment to the provided and installed on Customer’s Premises located at the following:

Address	City	State	ZIP
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Subject to the terms, provisions, conditions, and agreements set forth herein, the term of this Agreement shall be for an initial term of 6 months Months 1 year 2 Years **from the date hereof.** After the expiration of the

initial term, this agreement will continue month to month until either party cancels by written notice not later than thirty (30) days prior to the term.

SYSTEM INSTALLATION

- Burglar Alarm
- Fire Alarm
- Access Control
- Video
- Other:

CENTRAL STATION MONITORING

- Burglar Alarm
- Fire Alarm
- Access Control
- Video
- Other:

PRICING WITH ADDITIONS FOR: Digital Communicator Cell Comm IP Comm

REPAIR AND MAINTENANCE SERVICE

- Per Call Repair Services
- Extended Protection Plan
- Other:
- Other:
- Other:

CENTRAL STATION SERVICES

- Line Supervision
 - No signal if line is cut
 - Wireless line cut supervision
- Openings and Closings
 - Unsupervised Supervised Log Only
- Activity Reports
 - Weekly Monthly
 - Other:
- Other:

TROY CABLEVISION, INC. SECURITY SYSTEM AGREEMENT

This Agreement made and entered into on

by and between Troy Cablevision, Inc. (hereinafter called "Company" or "Troy Cable"), an

Alabama corporation, and
hereinafter as the "Parties".

(hereinafter called "Customer"), both Company and Customer may be referred to

In consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the parties hereto do, for themselves, their successors, and assigns mutually agree as follows:

1. Customer understands that Company is in the business of providing monitoring services through its designated service centers and alarm and security system installation for Customers who have or need Alarm Systems and/or Security Systems (hereinafter referred to as "Security System(s)") at their places of business, homes, etc. The Customer understands that Company must know and have on record basic information about the Customer's Security System. The Customer also acknowledges that the has completed the "Subscriber Information Form" which calls for that information, and Company, in performing its obligations under this Agreement, will rely on the information given by the Customer. Customer hereby represents that it has contracted, or is about to contract, with Company for the installation of a Security System at premises owned or occupied by Customer and in connection with such installation has also requested monitoring service of said Security System by the Company's designated service centers. Company and Customer have entered into an agreement whereby Company will provide monitoring services for the Customer consisting of the following:

- a. Direct call response by experienced operators of an emergency condition until proper authorities are notified.
- b. Direct call response until a station designated by Customer is notified.
- c. Notification to Company that an alarm condition has occurred, if requested.
- d. Such other services as may be agreed upon by the parties.

2. **SUBSCRIBER INFORMATION.** Customer is providing Troy Cable with, and agrees to update in writing on the "Subscriber Information Form" provided by Troy Cable, an Emergency Information List. If customer wishes to make a change in Customer's "Subscriber Information Form", Customer must do so by completing a new form and submitting it to Troy Cable at 1006 South Brundidge Street, Post Office Box 1228, Troy, Alabama 36081-1228. Troy Cable will acknowledge receipt of Customer's new form by providing Customer with a copy of the new Subscriber Information Form signed by an authorized agent of Troy Cable. Troy Cable has no obligation to telephone any emergency agency or person other than the agency or person named in Customer's most recent "Subscriber Information Form" provided to Troy Cable. **UNDERSTAND THAT TROY CABLE DOES NOT INSURE OR PROMISE THAT ANYONE TELEPHONED BY IT WILL RESPOND TO THE CALL.**

3. **INSTALLATION AND REPAIR.** a) Company shall, in accordance with repair services chosen by Customer under any extended service plan; or through retention of a company technician; or as provided by the warranty below repair the system during the term of this Agreement, but Customer agrees that Company's duty to service System is subject to availability of the original part or equipment from original manufacturer. b) If Company takes over rendering services to an existing System, in whole or in part, at the request of Customer or as a result of the acquisition of Customer from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code, or test System during any service visit to reprogram control or repair a defect or at any other time, unless specifically requested to do so by Customer. c) Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical and may use new or refurbished substitute components or replacement parts of similar operational intent. d) Customer agrees that all changes to System necessitated by a change in telephone service provider, area code or dialing changes, addition or removal of an answering machine, DSL, T-1, ISDN, call waiting, or other calling features, fax or modem, or all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or other act of God are not warranted and are billable to Customer regardless of repair or maintenance services chosen by Customer. Customer acknowledges and agrees that Company has no knowledge of hidden pipes, wires or like objects within walls, floors or ceilings and it is the Customer's responsibility to inform the Company of all such items and that Company is released from any damage, losses or expenses resulting from any such hidden items not being disclosed to Company.

Customer acknowledges that the Alarm system is owned by him/her and all responsibility for maintenance, repair, service, replacement or insurance of the system are the responsibility of the Customer, and not Company. Company has no responsibility for the condition of functioning of the system. The Customer will be given the opportunity to obtain a service plan for an additional fee each month that will cover the costs of any repairs to the system in the event the system stops functioning or is not functioning properly.

4. **LIMITED WARRANTY.** (A) COMPANY HEREBY WARRANTS TO CUSTOMER ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER, IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. THIS WARRANTY IS NOT ASSIGNABLE. (B) SHOULD CUSTOMER DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ON THE CUSTOMER INVOICE, OR CONTACT CUSTOMER SERVICE REPRESENTATIVE AND FULLY DESCRIBE THE NATURE OF THE PROBLEM SO THAT REPAIR SERVICE MAY BE RENDERED. (C) EXCEPT AS SET FORTH IN PARAGRAPH, THE COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE: ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. (D) THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

5. MONITORING. After installation of the equipment is completed by Troy Cable, the parties agree that the sole obligation under this agreement will be for the designated service center to monitor signals received from the Security System located on Customer's premises. The designated service center, upon receipt of a signal shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire and/or other authorities and to the person or persons whose names and telephone numbers are provided to Company by Customer, unless there is just cause to assume that an emergency condition does not exist. Company shall not be responsible for losses or damages suffered by Customer caused by defects or deficiencies in the Security System owned by Customer or delays in response time or failure to respond by any person or authority notified by Company according to Customer's instructions in this Agreement. Notwithstanding anything contained herein to the contrary, (a) upon receipt of an Alarm Signal and prior to telephoning Proper Authorities, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers or electronic mail addresses provided by Customer in writing as frequently as Company deems appropriate to verify the necessity to report the receipt of an Alarm Signal to Proper Authorities, and (b) upon receipt of an abort code or oral advice to disregard the receipt of the Alarm Signal, Company may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code or oral advice to disregard the receipt of the Alarm Signal. Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer and/or Any Person and Company are parties.

6. COMMUNICATION OF SIGNALS AND FALSE ALARMS.

(a) Customer will follow all of Troy Cable's instructions regarding repair and use of the Security System and Customer will not allow alteration of the Security System except in a manner approved in writing by Troy Cable.

(b) Customer is responsible for following and abiding with any governmental ordinances, regulations or laws which may require any user of the Security System to obtain a license or permit. Customer also agrees to reimburse Troy Cable for any fees Troy Cable is required to pay under laws in order to install or monitor the Security System in Customer's location.

(c) Customer acknowledges that local governments may impose fines for false alarms. Customer agrees to assume all liability for any false alarm given by the Security System. Customer will pay all false alarm fees associated with reporting alarm signals whether billed to Customer or Troy Cable.

(d) If Troy Cable determines that Customer's use of the Security System is generating large numbers of false alarms or signals which may adversely affect Troy Cable's designated monitoring Center, Troy Cable can require Customer to pay a reasonable fee for processing false alarms or signals or Troy Cable may end this Agreement.

(e) Customer acknowledges that any emergency agency named in your Customer Emergency Schedule may suspend response due to false alarms or due to Customer's non compliance with any laws. Customer agrees to assume all liability for any such failure to respond. Any suspension will not relieve Customer from payment of any charges under this contract.

(f) SIGNAL TRANSMISSIONS: Customer agrees that signals from the Alarm Equipment will be transmitted to the Troy Cable designated monitoring/service center over the telecommunication system that Customer has provided. Customer understands that the signals from the Security System which the designated monitoring center will monitor are transmitted over normal modes of communication to the center. Customer also understands that the designated monitoring center/company cannot be responsible for any monitoring during periods when either Customer's or service center's modes of communications are not working or under any condition which would make it impossible to communicate from the Customer's service location. The alarm equipment will not operate with all communication services. Troy Cable will test compatibility of Customer's system at the time of installation and will notify Customer if modifications are required. Customer understands that the systems will not function without power or after the backup battery is depleted. Customer must test the system on a routine basis to make sure it is working properly. This is one of those clauses we cannot over emphasize.

(g) COMMUNICATIONS EQUIPMENT AND SERVICES: Customer understands and acknowledges as follows: (i) the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, Broadband over Power Lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission); (ii) some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data; (iii) for data transmitted by a telephone network, there are various types of telephone line services including, without limitation, a Company-owned or operated network facility, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service; (iv) for data transmitted by a wireless communications service or equipment, such services and equipment are not 100 percent functional and have inherent limitations by their nature and can be affected or delayed by interference, atmospheric conditions, static, transmission system operation, and other conditions not set out herein; and (v) for data transmitted or received via electric company power lines, the Internet or by any form of computer network, the System's ability to transmit or receive data or Company's monitoring facility's ability to receive or understand data will be dependent upon the electric company, Internet, Internet providers or computer network. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised and disrupted.

(h) TRANSMISSION OF DATA: Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut or otherwise), there will be no indication of such interruption at the monitoring facility unless Customer elects to use any available form of technology designed to detect and report such an interruption at additional cost; (iii) if the communications equipment or service is incompatible, inoperative or interrupted, no signal will be received at the monitoring facility; and (iv) Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost.

(i) CUSTOMER'S DUTIES AND RESPONSIBILITIES: After installation of the equipment is complete, it is the Customer's sole responsibility to (a) confirm that the communications equipment, technology and services used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, Internet, satellite or other service provider); and (b) to test the System, the communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data between the System and any monitoring facility are or will continue to be available from every telephone radio, Internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement. Customer hereby authorizes Company to provide Customer with such alternative in Company's sole and absolute discretion. Customer shall be solely responsible to pay for all associated costs.

7. TERM. Subject to the terms, provisions, conditions, and agreements set forth herein, the term of this Agreement shall be for an initial term of three (3) years from the date hereof. This Agreement shall thereafter be renewed automatically on its anniversary, unless terminated by written notice by either party to the other party not later than thirty (30) days prior to the yearly anniversary.

8. TERMINATION. Company reserves the right to cancel this Agreement at any time by giving the Customer fifteen (15) days notice of termination of such services to the Customer and, upon giving such notice, this Agreement and all Company's responsibilities hereunder shall cease as of the date fixed in such notice. This Agreement may also be suspended, at Company's option, should the security system or the premises of Customer become so substantially disabled or damaged that further service is impractical, or if the rendering of such service is not possible because of reason of strike, riots, flood, fires, interruption of telephone communication service, act of God, or any other cause beyond the control of Company.

9. FEE. In consideration of the services to be rendered by Company, service is invoiced in advance on a monthly basis, and Customer shall pay Company a monthly fee of \$ plus applicable federal, state and local taxes, during the initial term payable on the first (1st) day of every month. Customer shall pay a one (1) time fee of \$ being the initial cost of equipment and installation. The monthly fee is due on the first (1st) day of each month and is past due after the tenth (10th) day of each month. If the monthly fee is not paid by the tenth (10th) day of each month a \$6.00 late fee will be assessed. If the account is not paid by the twentieth (20th) day of each month a \$10.00 nonpayment fee will be assessed. A Customer account unpaid after the twentieth (20th) day of the month may have their service interrupted. Company may terminate this Agreement and permanently discontinue services on ten (10) days written notice to Customer. Such interruption does not relieve Customer from the obligation to pay 100% of Company's standard monthly charge for each month remaining in the Term Commitment and 100% of any waived installation charge, as liquidated damages and not as a penalty. A finance charge of 1 1/2 percent per month (18 percent per year) will be charged against any account balance due after the date the services are discontinued. If Customer's payment is returned to Company unpaid, Customer shall be deemed in default of this Agreement and subject to a return check charge of \$25.00. Customer agrees to pay Company all cost of collection of any delinquent account, including attorney's fees and collection agency fees, incurred in enforcing its rights under this Agreement. A cancellation fee equivalent to fifty percent (50%) of the installation charges will be assessed to the Customer for orders that are canceled prior to completion of installation. If this Agreement automatically renews as set forth above, Company shall have the right, upon thirty (30) days written notice in advance of the effective date of such change, to increase the monthly fee to properly reflect escalating cost of Company. If the Customer does not accept such increased fee then the Customer shall cancel the then unexpired term hereof by written notice to Company within fifteen (15) days prior to the otherwise effective date of such increase. Such increase, if any, shall not exceed five percent (5%). Company may terminate this agreement on five (5) days written notice to Customer. In the event of early cancellation of any Term Commitment without cause, Customer will be required to pay 100% of Company's standard monthly charge for each month remaining in the Term Commitment and 100% of any waived installation charges.

10. COMPANY NOT AN INSURER. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT COMPANY IS NOT AN INSURER. INSURANCE, IF ANY, COVERING RISKS, LOSSES, DAMAGES, INJURIES, DEATH AND OTHER EVENTS OF BURGLARY, FIRE, PHYSICAL DANGERS OR MEDICAL PROBLEMS AFFECTING CUSTOMER, CUSTOMER'S FAMILY OR ANY OTHER PERSONS WHO MAY BE IN OR NEAR CUSTOMER'S LOCATION IS CUSTOMER'S RESPONSIBILITY. CUSTOMER WILL RELEASE, DEFEND, INDEMNIFY AND HOLD TROY CABLE, ITS VENDORS AND TROY CABLE'S AUTHORIZED CONTRACTORS HARMLESS FROM AND AGAINST CLAIM OR LIABILITY FOR ANY RISK, LOSS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH AND OTHER EFFECTS MENTIONED ABOVE.

Customer's initials

11. PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON ANY CUSTOMER'S PREMISES SHALL BE OBTAINED BY THE CUSTOMER AND IS THE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER UNDERSTANDS THAT TROY CABLE IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF OTHERS OR FOR EVENTS BEYOND TROY CABLE'S CONTROL. PAYMENTS PROVIDED FOR HEREIN ARE SERVICE PAYMENTS BASED SOLELY ON THE VALUE OF THE SERVICE TO BE RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY LOCATED ON CUSTOMER'S PREMISES. COMPANY IS BEING PAID TO MONITOR A SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR. COMPANY MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY THAT THE SECURITY SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THE CONSEQUENCE THEREOF. THAT COMPANY IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO THE COMPANY'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATION UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWSOEVER CAUSED. COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TROY CABLE DOES NOT WARRANT THAT THE PROTECTIVE EQUIPMENT OR THE SERVICE WILL NOT BE DISABLED, COMPROMISED OR CIRCUMVENTED; THAT THE PROTECTIVE EQUIPMENT WILL NOT BE IN NEED OF REPAIR; THAT THE PROTECTIVE EQUIPMENT OR SERVICE WILL PREVENT ANY LOSS OF PROPERTY OR PERSONAL INJURY BY BURGLARY, HOLD-UP, FIRE, MEDICAL PROBLEM OR OTHERWISE; OR THAT THE PROTECTIVE EQUIPMENT AND SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED.

Customer's initials

SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAILURE OF SERVICES PROVIDED, DUE TO THE FOLLOWING:

- (1) The uncertain amount or value of Customer's property or the property of others kept in the structure which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Equipment or Service is designed to detect;
- (2) The lack of an adequate response time of the fire department, police or emergency medical personnel, should the police or fire department or medical emergency agency be dispatched through the alarm system;
- (3) The difficulty associated with trying to ascertain what portion of any loss or damage would be proximately caused by the Company's failure to act or perform or by the failure of the alarm equipment function;
- (4) The inability and difficulty inherently present in trying to ascertain the amount of possible damages for personal or bodily injury or death which may result from occurrences which the Alarm Equipment or Service is designed to detect or avert;
- (5) The fact that the Company does not act as and is not compensated as an insurance company,

IF, NOTWITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF COMPANY, SUCH LIABILITY SHALL BE LIMITED TO TWO HUNDRED AND FIFTY DOLLARS (\$250). THIS SUM SHALL BE THE COMPLETE LIMIT OF THE COMPANY'S LIABILITY AND SHALL NOT BE DEEMED AS A PENALTY. IN THE EVENT THE CUSTOMER WISHES COMPANY TO ASSUME GREATER OR HIGHER LIMITATION OF LIABILITY, THE CUSTOMER MAY AS A MATTER OF RIGHT OBTAIN FROM COMPANY A HIGHER DAMAGES LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONATE TO THE INCREASE IN DAMAGES. BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. CUSTOMER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS COMPANY, ITS EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FOR AND AGAINST ALL THIRD PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO BE CAUSED BY COMPANY'S PERFORMANCE, NEGLIGENT PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

CUSTOMER ACCEPTS RESPONSIBILITY FOR ANY LIABILITY BEYOND THE TWO HUNDRED FIFTY DOLLAR LIMIT AND CUSTOMER WILL MAINTAIN CUSTOMER'S OWN INSURANCE COVERAGE AS CUSTOMER DESIRES TO PROTECT CUSTOMER AND OTHERS FROM ANY LOSSES EXCEEDING THESE LIMITS. CUSTOMER WILL ENSURE THAT EACH SUCH POLICY CONTAINS A PROVISION OR ENDORSEMENT WAIVING ANY AND ALL SUBROGATION RIGHTS AGAINST TROY CABLE AND ITS AGENTS. DIRECTORS, EMPLOYEES, SUBCONTRACTORS AND VENDORS. CUSTOMER WILL LOOK SOLELY TO THE PROCEEDS OF SUCH INSURANCE FOR ANY LOSS, LIABILITY, DAMAGE OR CLAIM ABOVE THE LIMITS OF THE COMPANY'S LIABILITY. CUSTOMER FURTHER AGREES THAT THIS REMEDY AND LIABILITY AS LIMITED IN THIS AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY AND LIABILITY. WE NEED OWNERSHIP OF THE SIGNS OUT IN THE YARD. \$65.00/HOUR LABOR CHARGE FOR MODIFICATIONS, REPAIRS OR REPLACEMENT. WARRANTY DOES NOT COVER LABOR.

Customer's Initials

12. TESTING. It is the responsibility of Customer to test system for proper operation periodically, but not less than monthly. Customer shall immediately notify Company of any malfunction. Company shall not be responsible for malfunctions occurring by reason of acts or omissions of Customer (e.g. leaving window or doors unlocked). Company shall not be required to render services under this Agreement, necessitated by such acts or omissions of Customer.

13. TAXES, FEES, FINES AND LICENSES. Customer shall pay all permit fees, taxes and other government or utility charges. Customer acknowledges that all charges set forth herein are based on existing federal, state and local taxes.

14. INDEMNIFICATION. Company and Customer intend that Company's maintenance of the Security System shall create rights and obligations only between Company and Customer and not of third parties. Customer agrees to indemnify, defend and hold harmless Company, its employees, and agents from design, installation, maintenance, monitoring, operation or non-operation of the Security System, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of the Company, its agents, servants or employees. This indemnity includes the payment of all damages, expenses, costs and attorney's fees, whether these claims are based upon active or passive negligence, warranty, or strict product liability on the part of Troy Cable, its agents, servants or employees. Customer shall immediately notify Customer's insurance carrier of such a claim or lawsuit for defense and/or payment of the claim.

15. CHANGES IN PREMISES. For so long as this Agreement is in effect, Customer shall notify Company of (i) any changes in ownership or occupancy of the premises, (ii) any change in persons authorized to be on the premises, (iii) any alteration to the premises affecting use of the Security System and (iv) any changes in telephone numbers for the premises. All such changes Customer wishes to make must be made on the "Subscriber Information Form". The new form must be completed and submitted to Troy Cable at 1006 South Brundidge Street, Post Office Box 1226, Troy, Alabama 36081. Troy Cable will acknowledge receipt of Customer's new form by providing Customer with a copy of the new Subscribed Information Form signed by an authorized agent of Troy Cable.

16. INSPECTION AND REMOVAL OF PROTECTIVE EQUIPMENT. Customer will allow the Company or its contractor free access to the Equipment at all reasonable times for the purpose of inspection.

17. CUSTOMER DEFAULT; TROY REMEDIES.

(a) The Customer will be in default and breach of this Agreement if:

(1) Customer fails to pay the Company any fees or charges or other amounts within twenty days of the due date of the first of each month, or Customer fails to comply with the other terms of this contract, and Customer's failure continues for 10 days after the Company gives Customer written notice; or

(2) Customer abuses the Protective Equipment, Service, or alarm company representatives; or

(3) Customer terminates this Agreement prior to the expiration of the term of the Agreement.

(b) If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, the Company may do any or all of the following without releasing Customer:

(1) by providing Customer with ten (10) days notice, terminate this Agreement, including the Service;

(2) by notice to Customer, declare immediately due and payable an amount equal to all fees to be paid by Customer during the remaining term (initial or renewal) of the Agreement;

(3) sell, dispose of, hold, lease or otherwise use the Equipment as the Company determines in its sole discretion without any duty to account to Customer (unless Customer paid an additional fee to purchase the Protective Equipment).

ALL REMEDIES PROVIDED FOR HEREIN ARE DEEMED TO BE CUMULATIVE and any subsequent acceptance by the Company of any payments by the Customer under this Agreement does not by itself constitute a waiver of an existing default or breach, regardless of whether the Company knows about Customer's default or breach when it accepts Customer's payment.

18. NO ASSIGNMENT BY CUSTOMER. Customer agrees that this Agreement shall not be assignable to anyone without the prior written consent of Company. Any such purported assignment or submitting without such prior written consent of Company shall be wholly null and void and shall not be effective in any manner to transfer this Agreement.

19. ASSIGNEE/SUBCONTRACTORS OF COMPANY. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation, monitoring, maintenance or any other services which it is to perform. Customer acknowledges that this Agreement and particularly those paragraphs relating to Company's maximum liability, liquidated damages and third party indemnification inure to the benefit of and are applicable to any assignees, subcontractors and/or communications centers and they bind the Customer with respect to said assignees, subcontractors and/or communications center with the same force and effect as they bind the Customer to Company.

20. AMENDMENT. The parties specifically agree that any notices required to be given under this agreement shall be made in writing and sent to the address of each party indicated herein, or such other address as from time to time may be known by either party, that none of the terms and conditions of this Agreement may be altered or modified without the express written approval of an officer of the Company.

21. GOVERNING LAW AND VENUE. This Agreement will be governed by and interpreted in accordance with the laws of the State of Alabama, without reference to its choice of law rules.

22. ARBITRATION. No claims shall be brought for any dispute arising from this Agreement more than twelve (12) months after the occurrence which gives rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter.

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to utilize good-faith negotiation to resolve any such dispute through mediation. If mediation does not resolve the dispute within sixty (60) days of commencement, either Party may demand binding arbitration by a single arbitrator pursuant to Arbitration rules of the American Arbitration Association. An arbitration hearing shall take place in Troy, Alabama within sixty (60) days of the demand for arbitration. The arbitrator shall have no authority to order punitive or consequential damages, or to order any damages beyond the scope of this Agreement. The arbitrator shall issue an opinion within thirty (30) days of the hearing, unless good cause is shown for an extension or an extension is agreed to by both Parties. Any award rendered by the arbitrator may not exceed an award permitted under the laws of Alabama. In addition, if the Company is substantially the prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse the Company costs and expenses including, without limitation, consultants and professional fees and costs including, without limitation, reasonable attorney's fees and costs.

23. CONSTRUCTION. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement.

24. NO WAIVER OF BREACH. There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Customer, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

25. CREDIT INVESTIGATION REPORT. Customer authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

26. RIGHT TO NOTICE AND CURE. In the event of any breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days of receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and the Company shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

27. STATE OF ALABAMA NOTICE. If you are a resident of the State of Alabama, complaints may be directed to: The Executive Director, The Alabama Electronic Security Board of Licensure. 7956 Vaughn Road, Suite 392, Montgomery, AL 36116. Customer may call (334) 254-9388 or Fax (334) 254-9332.

28. ENTIRE AGREEMENT. This Agreement (including all exhibits, installation agreements, Subscriber Information Forms, attachments or purchase orders, if any) contains the entire understanding between the Parties with respect to the transaction described herein and supersedes all previous representations, understandings, negotiations, commitments or agreements between the Parties hereto, whether written or oral. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall nevertheless remain in full force and effect. It is understood and agreed by and between the Parties hereto, that if there is a conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern.

I have read and understand the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written:

Troy Cablevision, Inc.

Customer

Submitted By

Signature

Title

Print Name

1006 South Brundidge Street
Post Office Box 1228
Troy, Alabama 36081-1228
(334) 566-3310
(334) 770-3300 facsimile

Mailing Address

Alabama License Number 08-1221
If you have a complaint contact:
Alabama Electronic Security Board of Licensure
PMB 392, 7956 Vaughn Road, Montgomery, AL 36116

Telephone

EXHIBIT "A" - CUSTOMER INFORMATION

CUSTOMER NAME

SERVICE ADDRESS

MOBILE NUMBER

TYPE OF SYSTEM

ADDRESS

HOME TELEPHONE

BUSINESS NUMBER