



CHANGE OF OWNERSHIP

CUSTOMER # 960171
170385 1st FL
170386 PROBATION
CONTRACT # 170394 5th FL

ALARM SALE/MONITORING AGREEMENT

THIS AGREEMENT is entered into this 15th day of NOVEMBER, 2000, by and between National Security Corporation, A Rhode Island corporation, hereafter referred to as "Company," and:

Customer: DCYF
Address: 101 FRIENDSHIP STREET
City: PROVIDENCE State: RI Zip: 02903

BILLING ADDRESS

Customer: J. DIBATTISTA/JESSE METCALF ASSOCIATES
Address: 40 FOUNTAIN STREET
City: PROVIDENCE State: RI Zip: 02903

- 1.) INSTALLATION AND SERVICES: Company shall provide the following:
() A. Sell and install an alarm system, ("System"), as described on the attached Installation Work Order, with exception of items listed in paragraph 21.
(X) B. Lease and install an alarm system, ("System"), as described on the attached Installation Work Order. exp. 11/01
(X) C. Monitoring for the System (See Paragraphs 8 and 9) *LEASE INCLUDES EQUIPMENT, MONITORING, &
() D. Provide after warranty service (See paragraph 10:) OPEN/CLOSE REPORTS FOR 3 ACCOUNTS (listed)

- 2.) PAYMENT AND TERM: Customer agrees to pay Company:
(2.1) For installation and sale of the System the sum of \$ NA, payable \$ NA upon the signing of this Agreement and \$ NA upon completion, plus tax. THE COMPLETED SYSTEM WILL NOT BE ACTIVATED UNTIL FULL PAYMENT IS RECEIVED.
(2.2) \$ 255.12 per month for monitoring, \$ * per month for monitoring opening and closings, \$ NA per month for lease fee payable MTH QTR SA X AN in advance commencing with the first full calendar month following the completion of the installation. In addition, Customer shall pay the pro-rata monitoring charge for the month in which the System is activated.
(2.3) \$ NA per year for annual inspections and after warranty repair service to the System, payable annually in advance on the anniversary date of this Agreement.
(2.4) Alterations or additional and special service, labor, parts and equipment are at Company's then prevailing rates; payable upon completion.
(2.5) This Agreement shall automatically be for an original term of five (5) years and shall be renewed for successive periods of five (5) years each unless either party notifies the other in writing of its intention to terminate this Agreement not less than thirty (30) days prior to the expiration of the original term or any renewal term. Company may increase the monitoring charge for any renewal period by giving the Customer sixty (60) days prior written notice.
(2.6) If Subscriber shall terminate agreement prior to its stated expiration date for reasons other than stated in paragraph 2.5 he/she/it must do so in writing by certified mail and subject to the provisions in paragraph 19.

3.) RECEIPT OF COPY: THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT. ANY ALTERATIONS WILL BE INVALID UNLESS AN ADDENDUM IS SIGNED BY BOTH PARTIES.

4.) LIMITED WARRANTY:

- (4.1) WHAT IS COVERED: WITHIN ONE (1) YEAR FROM THE DATE THE INSTALLATION IS COMPLETED, COMPANY SHALL REPLACE OR REPAIR ANY DEFECTIVE PART IN THE SYSTEM WITHOUT CHARGE TO THE CUSTOMER. COMPANY MAY USE NEW OR USED PARTS OF EQUAL QUALITY AT THE TIME OF REPLACEMENT.
(4.2) HOW TO GET SERVICE: TO OBTAIN WARRANTY SERVICE CONTACT COMPANY'S SERVICE DEPARTMENT AT THE TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE PROBLEM. WARRANTY SERVICE IS PROVIDED BETWEEN THE HOURS OF 8:00 A.M. AND 4:30 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS OBSERVED BY THE COMPANY. SERVICE IS PROVIDED AT OTHER TIMES AT COMPANY'S PREMIUM LABOR RATE WHICH INCLUDES A VISIT CHARGE. NON-EMERGENCY REPAIR CALLS WILL NORMALLY BE MADE ON THE DAY IN WHICH THE REQUEST IS MADE IF THE REQUEST IS MADE BEFORE NOON, OR WITHIN TWENTY-FOUR (24) HOURS IF THE REQUEST IS MADE AFTER NOON.
(4.3) WHAT IS EXCLUDED: EXCEPT AS STATED IN PARAGRAPH 4.1, 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. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE 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. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO THE SYSTEM CAUSED BY THE CUSTOMER'S FAILURE TO PROPERLY CLOSE THE PREMISES OR SECURE THE SYSTEM, INTRUSION, FIRE, ACTS OF GOD, ACCIDENT, MISUSE, OR UNAUTHORIZED REPAIR SERVICE OR MODIFICATION. COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EXCEPT FOR COMPANY'S OBLIGATION TO REPAIR THE SYSTEM. COMPANY'S LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED BY SECTION 24 OF THIS AGREEMENT. ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS WARRANTY. CUSTOMER UNDERSTANDS THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTION OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. SECURITY SCREENS, VIDEO CASSETTE RECORDERS AND TAPES ARE ALSO EXCLUDED.
(4.4) STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5.) CANCELLATION (RESIDENTIAL ONLY): YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

6.) COMPANY'S LIMITED LIABILITY: THE CUSTOMER ACKNOWLEDGES THAT: HE HAS READ THIS ENTIRE AGREEMENT INCLUDING PARAGRAPHS 7 THROUGH 30 ON THE FOLLOWING PAGES WHICH ARE INCORPORATED IN THIS AGREEMENT. HE HAS DISCUSSED PARAGRAPHS 24 AND 25 REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT TO INDEMNIFICATION WITH COMPANY'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMIT OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

NATIONAL SECURITY CORPORATION

BY _____
AGENT

APPROVED: _____
AUTHORIZED OFFICER

J. D. BATTISTA, JESSE METCALF ASSOC, LLC
(CUSTOMER)

BY: _____

TITLE: P.O.S.

DATE SIGNED: 11.20.00

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS (A) APPROVED IN WRITING BY AN OFFICER OF COMPANY; (B) COMPANY BEGINS THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, THE LIABILITY OF COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON SIGNING OF THIS AGREEMENT.

7.) **INSTALLATION OF SYSTEM:** Customer shall permit Company to install the System described on the Installation Work Order. Company agrees to install the System in a workmanlike manner in accordance with the following conditions; (A) The premises shall be available without interruption during Company's normal installation hours. (B) Company may make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. (C) The Customer has approved the location of the control panel, on/off switches, audible devices, transformers and all protective devices. Any changes of location requested by the Customer after installation has commenced or required because of obstructions or obstacles will be at the Customer's expense. (D) For a residential System, Customer understands that because of construction, decoration or furnishing of the premises, Company may determine in its sole discretion that it will be impractical to conceal the wiring; in such cases, the wiring will be exposed. (E) Customer shall provide 120 volts AC electrical power outlets at the designated locations for alarm equipment requiring AC power. (F) The Customer shall provide for lifting and replacing carpeting, if required, for the installation of floor mat switches or wiring. (G) Customer shall at his own expense make any necessary repairs or changes to Customer's premises as requested by Company to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of Company in writing within thirty (30) days after completion of the installation, otherwise the installation shall be deemed totally satisfactory to and accepted by the Customer. Company assumes no liability for delay in installation of the System or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of the Customer, or for any other cause beyond the control of Company and Company will not be required to supply service to the Customer while interruption of service due to any such cause may continue.

8.) **MONITORING AND ALARM NOTIFICATION:** If monitoring service is provided per Paragraph 1.C., Company shall connect the System to Company's monitoring receiver located in its monitoring facility. Upon receipt of a signal from the System, the monitoring facility shall make every reasonable effort to notify the appropriate police department, fire department, or other authorities and/or the person or persons whose names and telephone numbers have been provided in writing to the Company unless there is reasonable cause to assume that an emergency condition does not exist. The monitoring facility may elect to call Customer first on all alarm signals to verify the nature of the emergency before notifying the appropriate emergency personnel.

9.) **TRANSMISSION LINES:** The Customer shall pay all charges made by any telephone utility for installation and service charges of telephone lines connecting the Customer's protected premises to the monitoring facility, including the installation of a utility-provided jack. The Customer understands that if the signals from the Customer's System are transmitted over the Customer's regular telephone service, and in the event the Customer's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, the signals from the Customer's System may not be received at the monitoring facility during any such interruption in telephone service and the interruption may not be known to Company or the monitoring facility. Company may elect to use a radio system to transmit signals from the System to the monitoring facility. Customer understands that the transmission of radio signals is controlled by the Federal Communications Commission, and we may discontinue the use of such a system if required to do so by the FCC. Radio signals may be interrupted or interfered with by adverse weather, other radio frequencies or other conditions beyond our control. The Customer further understands that signals are transmitted over the telephone company or other transmission lines which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone utility.

10.) **REPAIR SERVICES AND ANNUAL INSPECTION:** If after warranty repair service is provided per paragraph 1.D., Company shall continue to make all repairs to the System necessitated by ordinary wear and tear without additional charge to Customer (Security screens not included) pursuant to the terms set forth in paragraphs 4.2 and 4.3. In addition, Company will inspect and test the System once during each year of this Agreement. Customer agrees to make the System available for such inspection and test during Company's normal business hours. If Customer does not subscribe to after warranty repair service, all repairs requested after the expiration of the limited warranty shall be provided on a time and material basis at Company's then prevailing rates which include a visit charge.

11.) **LOCAL ALARMS:** If the Customer's System has an audible alarm device, Company shall install a device that will automatically shut-off the alarm after it has sounded for not more than thirty (30) minutes.

12.) **FALSE ALARMS:** In the event an excessive number of false alarms are caused by the Customer's carelessness, malicious action or accidental use of the System, or in the event the Customer in any manner misuses or abuses the System, Company may in its sole discretion deem this situation to be a material breach of contract on the part of the Customer and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Customer. Company's excuse from performance shall not affect its right to recover damages from the Customer. In the event Company dispatches a serviceman or patrol officer to Customer's premises in response to a Customer caused false alarm, Customer shall pay Company's then prevailing response charge fee for each such response. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from the Customer's premises, the Customer agrees to reimburse Company for the same. The Customer represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Company and which may cause the alarm to activate. Any or all of such alarms shall not excuse any of the obligations of the Customer as stated in this Agreement.

13.) **INTERRUPTION OR CANCELLATION OF SERVICE:** Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring and/or service to the Customer while interruption of service due to any such cause may continue. This Agreement may be suspended or cancelled, without notice at the option of Company, if Company's monitoring facility, the Customer's premises, or the System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event Company is unable to render service as a result of any action by any governmental authority.

14.) **INCREASE IN TAXES AND UTILITY CHARGES:** The Customer understands that all charges listed in this Agreement are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. Company shall have the right, at any time, to increase the monitoring and service charges provided for in this Agreement, to reflect any additional taxes, fees or charges which may be imposed on Company in the future by any utility or governmental agency relating to the service(s) provided under the terms of the Agreement, and the Customer agrees to pay the same.

15.) **CUSTOMER'S DUTIES AS TO USE OF SYSTEM:** The Customer shall carefully and properly test and set the burglar alarm System immediately prior to the securing of the premises and carefully test the System on a monthly basis during the term of this Agreement in accordance with Company's instructions. If any defect in operation of the System develops, or in the event of a power failure or other interruption at the Customer's premises, the Customer shall notify Company immediately. If space protection (i.e., Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of said System, the Customer shall walk test the System in the manner recommended by Company. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change, or other disturbing conditions, the Customer shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement which may interface with the effectiveness of the System when it is armed. The Customer shall notify Company of any remodeling or other changes to the protected premises that may affect the operation of the System. The Customer shall obtain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the installation and continued operation and monitoring of the System.

16.) **AUTHORIZED PERSONNEL:** The Customer agrees to furnish Company with a written list of the names, titles, addresses, telephone numbers and signatures of all persons authorized to enter or remain on the premises and/or be notified in the event of an alarm, and for commercial systems, a daily and holiday opening/closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing.

17.) **ASSIGNEES AND SUBCONTRACTORS:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The 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 and/or subcontractors of Company, and that they bind the Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind the Customer to Company.

18.) **DEFAULT BY CUSTOMER; EXPIRATION, TERMINATION:** If the Customer fails to pay any amount within ten (10) days after the same is due and payable, or if the Customer fails to perform any other provisions within (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against the Customer or his property, or if the Customer makes any assignment for the benefit of creditors, Company shall have the right to discontinue installation, monitoring, and other services and recover from the Customer all fees accrued to the date service is discontinued plus 75% of the balance of the term of the Agreement as liquidated damages and not as a penalty. The Customer acknowledges and agrees that such sum is a fair and reasonable estimate of Company's recovery of cost and loss of profit. Upon expiration or termination of this Agreement for any reason, Company is authorized to disconnect the Customer's System from Company's monitoring equipment, and remove the communications software and/or proms, and all decals and signs bearing Company's name from Customer's premises. Company shall be authorized to enter onto the premises of the Customer for those purposes, and shall charge customer prevailing service call rate for such purposes.