

Security System and Services Agreement Addendum

2003326



Alarm Company (Alarm Co):
Alarm Detection Systems, Inc
1111 Church Road Aurora, IL 60505-1905
(630) 844-6300
IL Lic. No. 127-000143

Subscriber (Sub):
145040
DuPage County Hist. Museum
c/o Wheaton Park Dist.
102 E. Wesley
Wheaton, IL 60187-5321

THIS ADDENDUM made on 7/9/12 is part of an Agreement dated 7/9/12 by and between the Alarm Co and the Sub. Additional system, components, or service are as follows:

- Install the following:
1-DXR702 wireless receiver
3-DXT23 wireless transmitters
Tie-in to existing Vista 20P panel
Provide parts and labor burglar repair service

It is understood and agreed that if any authority having jurisdiction requires any changes and/or permit fees to the above system, it will be at additional expense to the Subscriber.

If the Sub moves its residence or place of business, then the Sub is entitled to alarm service at this new location upon the payment of all reasonable costs incurred in transferring the Alarm System to the new location.

WAIVER OF SUBROGATION Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies.

The parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of the Agreement or this Addendum by the Sub, and further agree that the Sub shall immediately pay to the Alarm Co, upon any breach, or upon premature cancellation of service by the Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of the Agreement.

The Subscriber agrees to pay the Alarm Company, its agents or assigns, the additional sum of:

- (A) One Time Charge \$ 465.96
(B) Monthly Charge \$ 5.00

The parties agree that this Addendum becomes effective only upon an officer of the Alarm Co signing a copy of this Addendum and that Sub may not receive a copy of this Addendum signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Addendum.

Richard W. Quackenbush
Sales Representative - Alarm Company
Officer - Alarm Company

Sub's Signature
Date 7/10/12
Sub's Printed Name Michael J. Bern

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 Museum
 102 E. Wesley
 Wheaton, IL

For the consideration hereinafter mentioned, Alarm Co agrees to furnish Sub with installation as described and services as checked, and provide any other Alarm Co services upon request at established rates. CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall remain with Alarm Co, or transfer to Sub upon full payment of the purchase price.

<input checked="" type="checkbox"/> MONITOR BURGLAR ALARM	<input type="checkbox"/> MONITOR FIRE ALARM	<input type="checkbox"/> MONITOR OTHER _____	<input type="checkbox"/> RUNNER SERVICE
AT <input checked="" type="checkbox"/> CENTRAL MONITORING STATION (CS)	<input type="checkbox"/> OTHER _____	<input type="checkbox"/> INSTALLATION ONLY	
<input checked="" type="checkbox"/> NO SIGNAL IF LINE IS CUT OR NO DIAL TONE			
<input type="checkbox"/> WITH LINE CUT INDICATION OR WIRELESS SIGNAL: _____			
<input type="checkbox"/> OPENING/CLOSING CONTROL OF SYSTEM			
<input type="checkbox"/> OPENING/CLOSING, LOG ONLY			
<input type="checkbox"/> ACTIVITY REPORTS TO SUBSCRIBER			
PARTS AND LABOR REPAIR SERVICE: <input checked="" type="checkbox"/> BURGLAR <input checked="" type="checkbox"/> FIRE <input type="checkbox"/> CCTV <input type="checkbox"/> CARD ACCESS <input type="checkbox"/> OTHER _____			
REPAIR SERVICE UPON REQUEST ON A BILLABLE TIME AND MATERIAL BASIS: <input type="checkbox"/> BURGLAR <input type="checkbox"/> FIRE <input type="checkbox"/> CCTV <input type="checkbox"/> CARD ACCESS			
FIRE TESTING: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input checked="" type="checkbox"/> ANNUALLY <input type="checkbox"/> UL CERTIFICATION: _____			

Sub shall pay Alarm Co the sum of (\$ 1350.00) Dollars, of which (\$ 0.00) Dollars are to be paid upon signing of this Agreement, and the balance of (\$ 1350.00) Dollars are to be paid upon substantial completion of installation, and shall pay in addition for the services rendered the sum of (\$ 265.00) Dollars per month, payable quarterly in advance. Monthly charges may be prorated to coincide with standard periods. A late payment charge of one and one-half percent (1 1/2%) per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 18.66%.

SYSTEM DESCRIPTION

1. Reprogram and test burg panel for ADS Monitoring if any defects are found they will be brought to customer attention before any repairs are initiated. When system is functional ADS will provide full parts and labor repair service
 Vista 20 panel
2. Fire Alarm Notifier System 500 currently in trouble
 Inspect and test entire system
 Leave inspection sheet on site
 Determine cause of trouble condition repairs will be undertaken when cause is determined and cost is approved by customer. When system is 100% normal operation ADS will provide full parts and labor repair service as well as annual inspections

It is understood and agreed that if any authority having jurisdiction requires any changes and/or permit fees to the above system, it will be at additional expense to the Subscriber.

SUB ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE INCLUDING THE LIQUIDATED DAMAGES (PAR. 11) AND INDEMNIFICATION OF ALARM CO (PAR. 12) ARE MADE PART OF THIS AGREEMENT.

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF FIVE YEARS FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL TO THE INITIAL PERIOD. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL PERIOD OR ANY RENEWAL PERIOD.

FOR RESIDENTIAL SALES WHERE THE SALE IS MADE FACE-TO-FACE, SUB ACKNOWLEDGES RECEIVING TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM AND THE FOLLOWING NOTICE: "YOU THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM PROVIDED FOR AN EXPLANATION OF THIS RIGHT."

By: [Signature] Authorized Representative - Alarm Company
 Approved: [Signature] 9/9/08
 Subscriber Signature: [Signature] Date: 9/4/2008
 Subscriber Printed Name: Jeremy [Signature] Wheaton Area District 1

ABSOLUTE GUARANTEE: I hereby absolutely guarantee the payment of the financial obligations contained in this Agreement.

Social Security #: _____ Birthdate: _____ Signature: _____

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1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at its sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.

2. Sub authorizes Alarm Co to investigate its credit, employment, income history and references. Sub will provide access to premises to Alarm Co for installation of system or service. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of System does not create a future to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched, dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the system as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be Sub's sole expense and responsibility.

3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement, but Sub agrees Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer. **Required Service:** Police agencies require repair of Systems which cause false dispatches. If Sub does not have an agreement which includes cost of repair service, Sub agrees in advance to pay all charges for service calls necessary to resolve false alarm problems. If Alarm Co takes over rendering services in whole or in part to Sub at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Sub has no expectation and Alarm Co has no duty to re-engineer, verify compliance to code or test System during any service visit to re-program control or repair a defect or at any other time, unless specifically requested to do so by Sub. Alarm Co shall make any necessary repairs as soon after receipt of notice as is reasonably practical and may use new or reworked substitute components or replacement parts of similar operational intent. Sub agrees that all changes to System necessitated by a change in telephone service provider, area code or dialing changes, addition or removal of 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 any other act of God are not warranted and are billable regardless of repair services chosen by Sub.

4. Sub understands and acknowledges that System may transmit data to a Central Monitoring Station (CS) or elsewhere using one or more forms of communication equipment or services, including, without limitation, a dial up telephone or cable network, direct wire, derived channel, multiplex, DSL, T-1, ISDN, wireless communications (including cellular or radio), and the Internet, and that such services and equipment are probabilistic by their nature. Phone services are subject to interruption, and if Sub's phone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the CS will not know of the phone service problem. Cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions not under our control. Accordingly, Sub understands, acknowledges and agrees that System is not infallible and the transmission and receipt of data from System, regardless of the communications equipment or service used, may be interrupted, circumvented or otherwise compromised and there can be no indication of such interruption or compromise at the monitoring facility unless Sub has purchased some form of redundant communication equipment or service at additional cost. It is Sub's sole responsibility to (A) confirm and test that the Sub's communications equipment and services used to transmit data to any monitoring facility are compatible with System, especially when there are changes to such communications equipment or services (e.g., a change in the service provider, adding or removing call waiting, a Centrex telephone system, answering machines, DSL, T-1 or ISDN service, etc.); and (B) test the System, including testing any motion detectors, capacitance or other electronic equipment, the communications equipment and service periodically, at least monthly, and shall immediately report to Alarm Co any problem with System. When System is activated, Sub will be unable to use their telephone to make other calls (such as calls to the 911 emergency operator), and therefore, Sub may wish to have the System connected to a second telephone line. Immediately after the installation of DSL or other broadband service Sub must test the System's signal transmission with CS because it may prevent the System from sending alarm signals to CS.

5. Alarm Co, upon receipt of an alarm signal from Sub's premises, is authorized by Sub to first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, Alarm Co will then make a reasonable effort to notify police, sheriff, or fire department (jurisdiction) having jurisdiction. Alarm Co shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service (private responder) is provided or Alarm Co has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for service call at then current rate for such call. If jurisdiction has a physical on-site verification requirement, upon receipt of alarm signal, Alarm Co will not notify the jurisdiction and shall only attempt to notify Sub's designated representative and, if contacted by Sub, a private responder in accordance with Written Instructions from Sub. If private responder notifies Alarm Co that an emergency condition has been observed, Alarm Co will then notify the jurisdiction.

6. Sub hereby agrees that Alarm Co shall have the right to modify the charges at any time or times after the expiration of six (6) months from the date of this Agreement upon giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to pay such increase and notifies Alarm Co in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of increase will constitute Sub's consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.

7. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any of Alarm Co owned equipment, wiring and apparatus from Sub's premises. Alarm Co will have no obligation to repair or relocate any portion of Sub's premises due to the removal of Alarm Co's System upon termination or attempted abandonment at any portion of the system. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should Alarm Co have to place this Agreement in the hands of any attorney for collection.

8. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company for purpose of providing internet, D.L.C. or DSL service from Sub's location to Alarm Co. Sub agrees to pay any false alarm fines or

assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body. At Alarm Co's option Sub may be charged for any false alarms caused by the Sub or for any unnecessary service runs.

9. Sub shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires or equipment of such System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party concerning service or repair contracts, or contracts for monitoring of the System installed at the premises. Sub shall at all times be solely responsible for the maintenance of the sprinkler system, if any, including providing adequate heat to the building, so that the sprinkler system will at all times be in good working order.

10. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet or provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Runner is not providing an armed or unarmed guard or policing function and has no duty to attempt to apprehend unauthorized people.

11. **LIMITATION OF LIABILITY** It is understood and agreed: That Alarm Co or its directors, officers, shareholders, agents, assigns, employees, or independent contractors providing portions of the services for Sub (including, but not limited to, signal centers, telephone companies, municipal agencies, monitoring services), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness that System or services supplied may not be compromised, circumvented, or System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

Sub understands and agrees that Alarm Co and Others are released for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to execution of this Agreement due to improper operation or non-operation of System (including, without limitation or example, communications equipment or services necessary to transmit to or receive any data at the monitoring facility), and should there arise any liability on the part of Alarm Co or Others for any damages of any kind, including, without limitation, economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of Alarm Co or Others including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages. Respective of cause, such liability shall be limited to the maximum sum of 10% of the annual service charge of \$1,000.00, whichever is greater, collectively for Alarm Co and Others, as liquidated damages and not as a penalty as Sub's exclusive remedy.

In the event that Sub wishes Alarm Co or Others to assume greater liability, Sub may, as a matter of right, obtain from Alarm Co a higher limit by paying an additional amount proportionate to the increase in exposure assumed by the Alarm Co, but such additional sum(s) paid and obligation(s) undertaken shall in no event make Alarm Co or Others as insurers. This limitation of liability covers all of Alarm Co supplied equipment and services, including monitoring, at all of Sub's locations. Sub acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the remote monitoring facility is available at additional cost to Sub. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action.

12. **INDEMNIFICATION** Sub agrees (A) that Alarm Co and Others shall have the right, but not obligation, to designate its or their attorneys to control the investigation, defense and settlement of any claim or suit against it or them, and (B) to protect, indemnify, defend and hold harmless Alarm Co and Others from and against and pay (without any condition that Alarm Co or Others first pay) for all claims, demands, suits, liabilities, damages, judgments, losses and expenses including, without limitation, attorneys' fees, which may be asserted against or incurred by Alarm Co or Others by or due to any person not a party to this Agreement, including, without limitation, Sub's insurance company or Sub's employees or the personal representative of any employee, for any expense, loss or damage including, without limitation, statutory civil damages, economic damages, personal injury, death or property damage, real or personal, arising out of or from, in connection with, as a result of, related to or as a consequence of breach of this Agreement, recording of communications, video surveillance/recording, active or passive sole, joint or several negligence of any kind or degree of Alarm Co or Others, product or strict liability, or any claim for subrogation, contribution or indemnification, whether in contract, tort or equity; but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Alarm Co or Others while on Sub's premises. Sub hereby releases Alarm Co and Others for losses, damages and expenses (i) covered by Sub's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Sub's insurance, and (iv) due to underinsurance.

13. **WALVER OF SUBROGATION** Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and be binding on any and all assigns or subrogates of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub also expressly and explicitly acknowledges that even if Sub has exercised its option to pay Alarm Co a greater sum commensurate with the undertaking of greater liability outlined in Section 11 and Alarm Co has agreed in writing to a greater amount of liquidated damages, Alarm Co in no event shall be deemed an insurer of Sub's property.

14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub continuation type contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign the Agreement without prior notice or consent of Sub; however, Sub may not assign this Agreement unless such assignment shall be consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon an officer of Alarm Co signing a copy of this Agreement and that Sub may not receive a copy of agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. In any action commenced by Alarm Co against Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves its residence or place of business, Sub may move the alarm service to this new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.