

The General Terms of Service contained herein and the Installation and Service Order Form shall be known collectively as the “**Agreement**”). Damar Security Systems division of Lambton Communications Limited is referred to as “Damar”, “our”, “we”, “us” and terms of similar meaning and the Customer whose name and service address appears in the Installation and Service Order is referred to as “you”, “your” and terms of similar meaning. By using any of the Services you agree to these General Terms of Service, including terms that limit our liability and that require individual arbitration for any potential legal dispute. Our head office is located at 506 Christina Street North, Sarnia Ontario N7T 5W4. Please note that the service or services listed in the Installation and Service Order Form determine which of the following provisions are applicable.

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*These General Terms of Service contain a  
**LIMITATION OF LIABILITY!***

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## **I. General Provisions Applicable to All Services**

1. THESE TERMS AND CONDITIONS GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES. BY EXECUTING AN INSTALLATION AND SERVICE ORDER FORM THAT REFERENCES THESE GENERAL TERMS AND CONDITIONS, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

2. Services provided by Damar are not intended to avert or prevent loss or damage to property or injury or death to persons on the premises where the services are provided, or elsewhere. Depending upon the services specified in the Installation and Service Order Form certain provisions contained herein may not apply to you.

3. We reserve the right to modify the General Terms of Service at any time. You can view and print them at [www.damarsecuritysystems.com](http://www.damarsecuritysystems.com). You will be notified of any changes to these General Terms of Service. By continuing to use the Damar services after you have been notified of changes to the General Terms of Service, you agree to be bound by the modified General Terms of Service. Therefore, **it is your responsibility to carefully review the General Terms of Service if you receive notification that changes have been made to them.**

4. It is expressly understood and agreed that we will not commence the provision of service until such time as you provide us with complete contact information including names, telephone numbers, text and e-mail addresses.

5. Unless otherwise indicated all monetary amounts mentioned herein are in Canadian Dollars.

6. There are two distinctly different fees shown in the Installation and Service Order Form - Damar fees and Third-Party Fees. We shall have the right to increase Damar fees for service at any time after the first year of the Agreement. If you object in writing to the increase within thirty (30) days of receiving a notice of the increase, or within thirty (30) days of receiving an invoice with the increased amounts for service (whichever is later), and if we do not waive the increase, within 30 days of us receiving your objection, then you may terminate the agreement by providing written notice to us and early termination charges in paragraph 7 will not apply except where any purchase, installation or upgrade charge has been waived or reduced in which case early termination charges will apply in the amount of eighty-five (85%) percent of the then remaining payments at the pre-increase rates. Third-Party Fees are beyond our control and may be adjusted at any time based on changes in the fees charged to us and such increase shall not give rise to termination of the Agreement.

7. The Agreement is made for an initial term shown on the Installation and Service Order and then shall automatically renew for successive terms of five (5) years or such other renewal period as specified in the Installation and Service Order until one party gives notice to the other party of its desire to terminate the Agreement at the end of the initial term or subsequent renewal term with a minimum of thirty (30) days' notice prior to the end of the term. In the event of an early termination of the Agreement by you for any reason whatsoever early termination charges in the amount of eighty-five (85%) percent of the then remaining Damar monthly fees to the end of the then current term will become due and payable. If the Installation and Service Order Form indicates that any purchase, installation or upgrade charge is waived or reduced and if you should terminate the Agreement then early termination charges will be calculated at the rate of one hundred (100%) percent. Early termination charges are not a penalty.

8. If you determine that we are in default of any of our obligations contained in the Agreement, or that we have not performed our obligations as contemplated by the Agreement, you must give written notice to us of such default, along with all data and documentation supporting such default, and we shall have a period of thirty (30) days from the date of receipt of such notice in which to correct such default. If we do not correct such default within the time specified, you may then terminate the Agreement without penalty by providing notice in writing to us. If there is disagreement as to our remedy of default you agree to independent arbitration – see Section 1, Paragraph 27. This written notice and opportunity to cure are required conditions precedent to any action by Customer against Damar, and any termination of the Agreement by the Customer without providing Damar the forgoing notice and opportunity to cure shall be deemed termination by the Customer without cause.

9. The Customer agrees to pay the installation and recurring charges shown in the Installation and Service Order Form. Payment is due upon receipt of an invoice. You agree to receive invoices from us in electronic form and you further agree that payments are to be made by electronic funds transfer, credit card debit or other acceptable means. Additional charges over and above our quoted rates may apply for preparation and mailing of paper invoices and manual processing of your payments. The term of this Agreement shall commence on the day that the installation is completed, or on the day that services commence to the Customer, whichever is earlier. All rates shown in the Agreement are “plus applicable taxes.”

10. If you fail to make any payments hereunder as and when the same become due and payable, or if you breach any of the covenants or obligations on the Customer's part, or if the Customer should become bankrupt, or if the Customer should vacate the premises, then in each such case all amounts payable until the expiration of the initial term, or any renewal term of this Agreement shall immediately become due and payable as a genuine pre-estimate of damages and not as a penalty. Damar agrees to allow the Customer a grace period of thirty (30) days to remedy any breach on the part of the Customer. Damar may at its option and without prejudice to such other rights as it may then have, enter the premises of the Customer and remove any equipment owned by Damar, and such removal shall not in any way affect the Customer's obligation to pay as specified herein.

11. If you should elect to employ any Third-Party service providing Contractor Compliance Management Services or similar solutions, (effectively inserting another party into our relationship), the effect of which is to increase our costs, you agree to pay upon receipt of an invoice from us any charges that may be levied against us by such Third-Party. Your employment of such Third-Party firm and related invoice from us shall not give you or the Third-Party the right to cancel or terminate this Agreement. If we are providing services to you in multiple locations, we will pro-rate these Third-Party charges over the multiple locations or, at our option, issue a single invoice for these charges. We reserve the right to charge you a handling/processing fee based on any additional costs incurred including but not limited to clerical time.

12. You acknowledge that the services provided for in the Installation and Service Order Form, including but not limited to intrusion alarm detection equipment, access control equipment, video surveillance equipment, video verification equipment, fire alarm monitoring equipment and any associated communication facilities are adequate and sufficient for your requirements. You have the right to request additional detection equipment at any time you should deem necessary, and that we will provide this additional equipment at our then current and usual rates. You acknowledge that you have accepted the degree of detection, signal communication facilities and monitoring services after consultation with your insurance company, the insurance underwriters, an independent security consultant, and/or any other individual you may wish to consult and that you are not relying solely on our recommendations.

13. We have the right to assign this Agreement to any person, firm or corporation upon written notice to you. You may not assign your obligations and rights under the Agreement to any person, firm or corporation without our prior written consent.

14. In certain cases these Terms of Service grant to us the right to enter into your premises to remove equipment. We will use reasonable care and consideration in the removal of equipment however we are not obligated to patch, repair, paint, or otherwise restore any surface on which the equipment, wiring or conduit were mounted. We shall have the right to abandon any equipment, wiring or conduit at our sole discretion. If you refuse to grant us access to your premises to remove any equipment, or if you have permitted any Third-Party to remove our equipment, or tampered with it in any way, you agree to pay within ten (10) days after receipt of an invoice the fair market value for the equipment.

15. If Damar's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Damar shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

16. Damar shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of either the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Damar including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics, pandemics, lock-outs, strikes, or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting third-party service providers or carriers or inability or delay in obtaining supplies of adequate or suitable materials, or third-party telecommunication breakdown, or power outage.

17. If Customer uses a Third-Party (not authorized by Damar) to perform maintenance or repairs on any alarm signal transmitting equipment used in providing the services set out in the Agreement, Damar shall not be liable or responsible to Customer for any losses or damages caused directly or indirectly by the maintenance or repairs on any equipment performed by the Third-Party. Customer agrees that it will look solely to its own insurance and/or that of the Third-Party who performed the maintenance or repairs for compensation of any such losses or damages. Where Damar is providing any warranty, or extended warranty, Damar shall have at their exclusive discretion the right to immediately cancel such warranty.

18. If you, as the signatory to the Agreement are not the owner of the premises described in the Installation and Service Order Form as "Customer Service Information" you warrant that you are authorized to act on behalf of the owner. You agree and attest that by entering into the Agreement you are authorized to bind the owner or owners to the Agreement. That is, once bound, our Agreement will be with you, as a property manager, or agent, or representative of the owner(s), and also with the property owner(s), all of whom are collectively referred to as "you" or "your" in the other paragraphs of the Installation and Service Order Form and General Terms of Service. The Agreement shall continue and survive should you cease to be a property manager, representative or agent of the owner(s). It will be your responsibility to advise us of the corporation or individuals who own the premises and their contact information. It is agreed that you are the primary contact for the Agreement

19. In all communications with us concerning the operation of your system, it is your responsibility to properly identify yourself through the use of a personal identification number or a password known only to you and us. For security reasons, we will not be obligated to accept instructions regarding the security alarm system without such proper identification. Customer is responsible for keeping Customer's passwords and personal identification number associated with the services confidential. Customer will ensure that the passwords that it (and any users it authorizes) select will be sufficiently complex and secure in accordance with best practices for choosing passwords, and that such passwords and access credentials will be confidential, and memorized or stored in a secure environment. No access credentials shall be shared between authorized users or any other person. Customer will not sell or transfer passwords or personal identification numbers to any other person or entity. Customer will promptly notify Damar about any unauthorized access to Customer's or other authorized users' passwords or personal identification numbers. Customer will not provide a password or personal identification number, and shall not permit any authorized user, to provide a password or personal identification number, to any person who is not an authorized user.

20. You consent to the written and/or electronic recording of all telephonic communications between persons in or on your premises, your representatives and employees and our employees, representatives and agents.

21. The Canadian Personal Information Protection and Electronic Documents Act (PIPEDA) applies to information that you provide to us for the provision of the service under the Agreement. Please refer to our Privacy Statement on our web site – [www.damarsecuritysystems.com](http://www.damarsecuritysystems.com). Damar will not sell or otherwise distribute any personal information provided to us to fulfill our obligations under this Agreement unless compelled to do so by court order. You are responsible for obtaining the consent of any individual whose personal information may be collected, used or disclosed through the services, as required by the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA). You agree to the collection, use and/or disclosure of any personal information of any individual collected through the services provided by Damar in accordance with all applicable laws, including but not limited to the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), and in accordance with any directives or guidance issued by the Canadian Office of the Privacy Commissioner (OPC).

22. The services may permit access to Third-Party Products and access to the services may require use of certain Third-Party Products. "Third-Party Products" means any products, device applications, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the services or utilized to make the services available to the Customer. For purposes of this Agreement, such Third-Party Products may be subject to their own terms and conditions. Customer hereby agrees to be bound by those terms and conditions and to execute and deliver to Damar any contracts or other documents reasonably required by us in order to secure Customer's compliance required for such Third-Party Products. If Customer does not agree

to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party products.

**23. Damar is not responsible for any Third-Party Products such as web service applications, including without limitation any loss of access to the services relating to or resulting from the availability or non-availability of the Third-Party products. Damar is also not responsible for any losses or damages that result from Customer's misuse, improper or illegal operation of Third-Party Products.**

24. The parties hereto agree to, and accept, electronic communications including but not limited to: (a) agreements; (b) renewal agreements; (c) invoices; (d) operating instructions, (e) electronic funds transfer; and (f) all notices required herein, in accordance with the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA). Damar may scan, image or otherwise convert this Agreement into an electronic format of any nature. A copy of this Agreement consisting of the Installation and Service Order Form and the General Terms of Service produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Damar's receipt by any electronic means of the Agreement signed by You legally binds You and such agreement is legally equivalent to the original for any and all purposes, including litigation.

25. All non-public, confidential or proprietary information of Damar, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, proposals, quotations, pricing, discounts or rebates, disclosed by Damar to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Damar in writing. Damar shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a Third-Party.

26. If any provision of the Installation and Service Order Form or the General Terms of Service is found by any Court of competent jurisdiction to be invalid or unenforceable such provision shall be deemed severed from the Agreement and all other provisions shall remain in full force and effect.

27. If any dispute or controversy arises between Customer and Damar relating to or arising from this Agreement, the services, or the relationship between Customer and Damar (a "Dispute"), the Dispute will be resolved in accordance with this Section.

- a) Customer and Damar hereby expressly waive the right to any trial and the right to participate in a class action in any manner. Customer and Damar each agree that claims will only be brought in Customer's and Damar's individual capacities and neither of Customer nor Damar will bring a claim as a part of a class, whether as lead plaintiff, member, representative, or otherwise.
- b) Before resorting to arbitration, each of Customer and Damar will attempt to resolve the Dispute through negotiation, which negotiation may be conducted electronically or virtually. The complaining party (the "Complainant") will first provide the other party (the "Respondent") with a written notice of the dispute (a "Notice of Dispute"). The Notice of Dispute will include (i) the full legal name and contact information of the Complainant, (ii) describe the nature and basis of the claim or dispute in detail, and (iii) set out the specific relief that the Complainant is seeking. If Damar is the Complainant, Damar will send any Notice of Dispute to Customer's last address on record and to the last email address that Customer provided to Damar. If Customer is the complainant, Customer will send the Notice of Dispute to the address provided in this Agreement for providing documentation to Damar, prepaid, by registered mail or nationally recognized courier, with proof of receipt requested. The effective date of the Notice of Dispute will be the day that Damar receives it, if sent to Damar, or the day that Damar sends it by email if sent to Customer.
- c) If Customer and Damar are unable to come to a negotiated agreement within thirty (30) days of the effective date of the Notice of Dispute, the Dispute will be finally and conclusively resolved by binding arbitration under the Arbitration Rules of the ADR Institute of Canada. The seat of arbitration will be Sarnia, Ontario, Canada and the arbitration may be conducted virtually at the request of either party. The language of the arbitration will be English. The arbitrator will be selected in accordance with the Arbitration Rules, and will be a former judge of Ontario or a senior lawyer licensed to practice law in Ontario and experienced in commercial disputes. There will be no appeal from the decision of an arbitrator except on a question of law. Costs of the arbitrator shall be determined by the arbitrator consistently with costs practice in the Superior Court of Justice in Ontario.
- d) To the maximum extent permitted by law, each arbitration shall be individually between two parties at a time, and no arbitrations shall be combined so as to form a class arbitration.
- e) Any question that must be put to a court pertaining to a Dispute shall be put to the courts of Ontario located in Sarnia, Ontario. If this Section is found to be unenforceable in whole or in part, then the exclusive jurisdiction and venue provisions of this Section shall govern. Any party may obtain an order reflecting a decision or order of the arbitrator in any court of competent

jurisdiction.

- f) Customer may not initiate a Dispute that is based upon facts or events that commenced more than one (1) year prior to such time or within the shortest duration permitted under applicable law if such period is greater than one (1) year.

28. You are advised that all telephone voice calls inbound and outbound to and from our signal receiving centers, are recorded for quality control, training, and verification purposes. Please ensure that all Customer contacts and users of the system are made aware that these calls are being recorded.

29. The terms and conditions of the Agreement (the Installation and Service Order and these General Terms of Service) shall control and govern (this is the sole agreement between the parties) even if there are other documents with inconsistent or additional terms and conditions. If any terms in the Agreement are inconsistent with any other document, agreement, purchase order or understanding between the parties hereto, the terms contained herein shall govern unless such inconsistencies are accepted in writing by Us. There are no verbal understandings changing or modifying any of the terms of the agreement. Any modifications to the agreement shall be clearly stated on an attachment to the agreement only after being signed by You and Us.

30. The Customer acknowledges that installation, maintenance and repair service may be provided by employees of Damar and/or authorized sub-contractors of Damar.

31. Damar shall not be liable for any loss or damage incurred by the Customer arising out of the delay or failure of any police department, fire department or other agency to respond to an alarm reported to it by Damar. The Customer agrees to pay any false alarm assessments, taxes, fees, fines, or other charges relating to the installation or service provided under the Agreement which may be duly imposed by any government body or other organization.

32. If any fire or other authority should refuse to respond to notification of an emergency condition at the Customer's premises or if said authority suspends or downgrades response priority, or imposes other sanctions for any reason whatsoever, including excessive numbers of false alarm dispatches, regardless of the source of the false alarm dispatches, this agreement shall not be terminated, suspended or cancelled and Damar shall continue to provide alarm monitoring services provided for herein, and shall, in response to alarm signals notify the Customer or his designated response agency.

33. This Agreement is confidential. You shall not disclose any part of this Agreement except to your legal and/or financial professionals who then must maintain the confidentiality of the Agreement, or with our prior written consent, or when required by law or any order of a court or other lawful authority.

34. For the purposes of the Agreement, all written correspondence to Damar shall be addressed to Damar Security Systems, 506 Christina Street North, Sarnia Ontario N7T 5W4, or by e-mail to [CE@damar.net](mailto:CE@damar.net), or such other address as may be provided from time to time. Where the Agreement requires notification to be given to Damar by email, such correspondence shall be directed to [CE@damar.net](mailto:CE@damar.net)

## **II. Additional Provisions and Limitation of Liability for Customer Premises Installation and Service Work.**

1. This section applies to installation and service of equipment on the Customer's premises. Damar agrees to install the equipment shown in the Installation and Service Order Form in a workmanlike manner in accordance with the following:

- a) the Customer will make premises available without interruption during normal working hours (i.e. 0800 to 1630, Monday through Friday, excluding holidays);
- b) the Customer agrees that the installation work may necessitate drilling in various parts of the Customer's premises and that some electrical wiring may be exposed;
- c) the Customer agrees to provide sufficient electrical outlets at designated locations for equipment requiring AC power; and
- d) the Customer warrants that he/she has requested the equipment and/or services for his/her own use and not for the benefit of any Third-Party. The Customer either owns the premises in which the equipment is being installed or the Customer has the authority to engage Damar Security Systems to carry out the installation in the premises, and will comply with all laws, codes and regulations pertaining to the equipment and/or services that are the subject of the Agreement.

2. The work includes only the on-premises installation and service of equipment as described in the Installation and Service Order Form.

3. Where a building permit, Electrical Safety Authority Inspection Permit, or other permits are required for the work contemplated by

this Agreement, the Customer (or owner of the premises) shall be responsible for obtaining such permits at the Customer's cost.

4. Damar shall commence the work as soon as reasonably possible after receipt of a signed copy of the Installation and Service Order and receipt of all required permits, if any.

5. The Customer accepts that there may be inconveniences from time to time arising from the services performed by Damar and Damar agrees to minimize such inconveniences to the extent reasonably possible. It is the responsibility of the Customer to take precautions to provide a work area free of obstructions and to remove or protect items in areas where they may be subject to dust, damage, or vibration. Upon Damar's request Customer agrees at Customer's expense to move or relocate stock, raw materials, furnishings, fixtures or finished products that interfere with Damar's work activities.

6. There shall be no change in work by either Damar or the Customer without a written "Change Order" or other amending document signed or initialled by both Damar and the Customer. Such Change Order shall clearly show any increase or decrease in the cost of the work. An administration fee of twenty-five (\$25.00) dollars may be charged for each change requested by the Customer.

7. All equipment and material supplied by Damar shall remain the property of Damar until such time as all payments required in the Agreement are made by the Customer. The Customer shall be responsible for any loss of or damage to equipment supplied by Damar once the equipment is delivered to the Customer's premises.

8. Damar shall at all times maintain the premises reasonably free from all rubbish and waste material. At the completion of the work, Damar shall leave the premises in a reasonably clean condition and fit for use. All surplus equipment, materials, wire, cable and similar materials incidental to the work shall be removed from the premises by Damar at Damar's expense.

9. Damar shall correct, at its own expense, any defect in the work due to faulty materials and/or workmanship appearing within a period of one (1) year from the date of Substantial Completion of the work. "Substantial Completion" is when Customer can use the equipment for its intended purpose. The Customer shall give Damar written notice of such defects within a reasonable time and in any event within one (1) year from the date of Substantial Completion of the work. This warranty does not cover equipment or supplies that come with their own individual warranties from the manufacturer of the equipment or the supplier of goods.

10. Damar shall obtain and maintain, at our expense, reasonable liability insurance in the amount of one million (\$1,000,000.00) dollars against claims made for damages for personal injury or property damage proximately caused by errors or omissions by Damar, its employees, sub-contractors or agents, in connection with the performance of the installation and / or service of equipment at the Customer's premises ("Coverage"). Damar shall also carry an installation floater to insure construction materials prior to their installation or while in transit to the work site. **Damar is unable to obtain any Coverage for claims made for damage to aircraft(s) and/or any part forming part of or attached to aircraft(s). The Customer acknowledges and agrees that Damar and its agents, employees and sub-contractors are exempt from liability for damage to aircraft(s) and/or any part forming part or attached to aircraft(s), and from any loss, cost or expense incurred as a result of any damage resulting in loss of use of aircraft(s), caused directly or indirectly from the installation work performed or services provided by Damar at the Customer's premises. You shall look solely to your insurer for any damage to aircraft(s) and for any losses, costs or expenses incurred as a result of damage to aircraft(s).**

11. Customer agrees that for installation work the terms of payment are net due upon receipt of an invoice from Damar. Invoices unpaid after thirty (30) days will be considered past due.

12. If the installation work is delayed by causes or reasons beyond the control of Damar, Damar shall have the right to issue progressive billings in the amount of eighty-five (85%) percent of the then completed work up to the date of the progressive invoice and the Customer agrees to pay within ten (10) days of receipt of an invoice.

13. If payment of any of the amounts owing to Damar are not made at the time specified, or if the Customer defaults in any of the other covenants or obligations hereunder or otherwise, Damar may, at its option, cease work and treat the work as repudiated forthwith on the occurrence of such default, and Damar may recover payment for materials and the work already completed plus damages, including loss of profit together with interest therein at the same rate of interest as on overdue payments.

### **III. Limitation of Liability.**

**1. The provisions in this Section apply to all recurring services. Please read carefully. You acknowledge and agree to the following:**

- a) Damar is in the business of selling, installing, servicing and monitoring intrusion alarm systems, fire alarm monitoring systems, Customer equipment monitoring systems, access control systems, video monitoring and recording systems and other electronic security devices and systems and that no matter how good the system is, or how carefully it is installed and serviced the possibility of failure does exist, therefore we do not guarantee that loss or damage will not occur;
- b) Damar is not an insurer! Services provided by Damar are not a substitute for proper and adequate insurance. Our services are not intended to prevent the perils which they detect. The value of your property or the property of others kept on your premises at which the system is installed, which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect, alert or avert is completely unknown to us and are outside of the control of Damar;
- c) The equipment and services that we provide do not cause and cannot eliminate, lessen, or prevent the perils they are intended to detect, including but not limited to fires, floods, burglaries, robberies, equipment malfunction, duress and emergency conditions of all types and medical problems. You acknowledge that there are actions and/or events that are beyond our control, including but not limited to a) equipment or communication system compromise; b) intrusion or attempted intrusion; c) robberies; d) fire; e) flood; f) temperature extremes; g) personal injury or death; h) medical emergencies; i) structural damage and j) property damage. Therefore, we do not accept any responsibility or liability for any loss, damage, injury or death as a result of events beyond our control. In light of the foregoing, you acknowledge that the limitation of liability contained within this Agreement is both reasonable and enforceable;
- d) The service provided for in the Agreement is not, nor is it represented to be a substitute for adequate and sufficient insurance;
- e) Each party to the Agreement will obtain and maintain sufficient insurance to protect that party's interests and each party will look only to their own insurance coverage for compensation for any loss, damage, injury or death no matter how caused. There shall be no subrogation of any of your rights or obligations herein contained without our prior written consent. It is your obligation to obtain insurance permitting said subrogation waiver without invalidating coverage. You, the Customer, do hereby for yourself and other parties claiming under it release and discharge Damar from and against all claims arising from hazards covered by your insurance, it being expressly agreed and understood that no insurance company, insurer or other entity will have any right of subrogation against Damar Security Systems;
- f) You shall look solely to your insurer for recovery of any loss, damage, loss of profits, loss of usage, injury or death regardless of how caused, that may occur;
- g) It is the intention of the parties hereto that neither party shall be responsible to the other party for any loss, damage, injury or death arising by reason of the Agreement for service or the relationship created by the Agreement for service or for any services rendered by either party pursuant to the Agreement. The amounts payable by you for equipment and services provided for herein are not sufficient to warrant us assuming any risk of damages, including consequential damages, for any property damages or personal injuries, due to Damar's negligence, gross negligence, failure to perform, or any reason whatever;
- h) You hereby waive any and all claims against Damar and our agents, employees, and/or sub-contractors for any loss, damages, injury, death or any other consequence arising directly or indirectly from the services or the systems provided under this Agreement and we hereby waive any and all claims for any loss, damages, injury or death against you;
- i) You agree that Damar and our agents, employees, and sub-contractors are exempt from liability for any loss, damage, loss of profits, loss of usage, injury, death or other consequence arising directly or indirectly from our services or the systems we provide under the Agreement;
- j) You agree that it is impractical and extremely difficult if not impossible to determine the actual damages, if any, that may result from our failure to perform any of our obligations under the Agreement and under no circumstances will you attempt to hold us liable for any consequential or incidental damages, including but not limited to damages for personal injury or death or damages to or loss of property.
- k) You must bring any claim arising out of the Agreement or related to the services within one (1) year after the date on which the claim arose or within the shortest duration permitted under applicable law if such period is greater than one (1) year and that if you do not, you waive, to the extent permitted by law, all rights you may have with respect to such claim and Damar and our agents, employees, and sub-contractors shall not have any liability to you with respect to that claim;
- l) If it should be determined at arbitration or by any court of competent jurisdiction that Damar and/or our agents, employees, and/or sub-contractors are directly or indirectly responsible for any breach of contract, negligence, loss, business loss of income, damage, injury, death or other consequence, you agree that damages shall be limited to the greater of \$500.00 or an amount equal to twelve (12) times the Damar Monthly Recurring Fees for the system or location suffering a loss. For clarity this does not include third-party recurring monthly fees;
- m) These agreed upon damages are not a penalty;

- n) **The agreed upon damages are your sole remedy no matter how the loss, damage, injury or other consequence is caused, even if caused by our negligence, gross negligence, failure to perform duties under the Agreement, strict liability, failure to comply with any applicable laws or other fault;**
- o) **The payments you make to Damar under the Agreement are not related to the value of the premises, your possessions, or the persons occupying or at any time present in or on the premises and unlike insurance the payments are based on the cost of the system and the services provided, and take into consideration the protections afforded to Damar under the Agreement;**
- p) **You may request that we assume a greater limitation of liability and if we agree we will attach an addendum to the Agreement stating the extent of our additional liability and the additional cost to you;**
- q) **We are not an insurer even if we enter into an amendment to assume a greater limitation of liability.**

#### **IV. Indemnification**

1. You agree to indemnify and save harmless Damar, our directors, officers, shareholders, employees and/or agents from and against any and all claims, orders, demands, suits, actions, causes of action, losses, damages, fines, costs, liabilities and expenses, including legal fees on a solicitor and client basis, arising out of our performance, or non or part performance of the Agreement or any alleged or actual negligence by us, which may be asserted against us by you or any other party, and to pay on a solicitor and client basis, collection costs, legal fees, removal costs, bailiff fees, office administration fees and any other reasonable expense incurred because of you not meeting any of your obligations with regards to the Agreement or because of any demands, claims or other charges made upon us by you or any other party. In case of any Third-Party claim or loss covered by your insurance, you will not look to us for indemnification or reimbursement. It is the intention of the parties, as expressed in the Agreement, that you are the sole beneficiary of the services we are providing and you acknowledge that there are no Third-Party beneficiaries to the services provided under the Agreement unless named in an addendum attached to and forming part of the Agreement.

#### **V. Additional Provisions for All Alarm Monitoring Services**

1. We will provide a twenty-four-hour alarm monitoring service for the purpose of receiving alarm, trouble and supervisory signals and providing notification to the agreed upon authorities. Upon receipt of an alarm signal, we will promptly attempt to verify that an emergency condition does not exist by utilizing industry accepted procedures, and if we are unable to verify, we will notify the police, fire, or other designated responders and those persons listed on the call list of the alarm signal. Upon receipt of non-emergency signals such as system trouble or supervisory conditions we will send text or e-mail messages to the call list you provide. Text and/or e-mail messages shall be regarded as fulfillment of our obligations to notify you. Alternatively for an additional cost if shown on the Installation and Service Order Form, we will attempt telephone call notification to those persons on your call list. Our notification procedure will follow the call list in the order you have specified until either we reach your representative, or if we are unable to reach anyone, we will leave a message at the first answering machine we reach.

2. You agree to provide written instructions and lists to Damar of the authorities or persons to be notified in the event of an alarm and you agree to promptly advise Damar, in writing, of any changes, additions or deletions to the list of authorized employees, friends, relatives or other persons, including their telephone numbers. It is your responsibility to ensure that you have the authority and consent to place personal information such as the names, e-mail addresses, telephone numbers and text capable numbers for those persons on your call list. It is your responsibility to advise all persons on your call list that telephone calls to and from Damar are recorded. There is no charge to update the notification list when modifications are received from the Customer. To the best of our ability, we will contact you when we discover outdated or incorrect call list information and an administration charge may apply as compensation for our additional costs incurred.

3. You agree to properly operate the Security Alarm System. We will instruct you upon installation of the system and we will provide additional instruction via the telephone, upon request, at no additional charge. There will be a nominal fee charged for on-site instruction at your request.

4. In the event that we receive more than five (5) signals in a twelve (12) month period that require operator action and that are either false or as a result of your failure to operate correctly, we may impose an additional service charge for the added work incurred, and you agree to pay such additional service charge upon receipt of an invoice from us. Signals sent during a "test-disable" period described herein are not counted. Signals received as a result of testing where the system has not been placed on test-disable will be counted.



5. If we become aware of a problem or malfunction of your System Equipment or communication facilities, we will notify you as soon as possible by text or e-mail unless you request that we hold the signal until the next business day. Upon such notification, our obligations to you for monitoring service shall cease until the malfunction has been corrected and the operation of the signalling system has been tested.

6. If your system requires repairs, we will repair as soon as possible during normal business hours that are between 0800 and 1630, Monday through Friday but excluding statutory holidays. An additional charge may apply for such service. If an amount is shown in the Agreement for Extended Warranty or System Service Fees, materials and normal business hours' labour will be provided at no additional charge.

7. Outside of normal business hours, you may request immediate service and we will dispatch a service technician as soon as possible. Callout service charges will apply and you will be asked to authorize these charges prior to a technician being dispatched. If there is an amount shown in the Agreement for Extended Warranty, there is no charge for materials used on calls outside of normal business hours.

8. Our ability to receive signals from the equipment and/or systems installed in your premises depends upon proper transmission of such signals over communication facilities provided by third parties over whom we have no control. Our Security Response Centre cannot receive signals when these facilities are not functioning correctly for any reason whatsoever. In some cases, Third-Party communication facilities may depend upon a continued source of electrical power. While some of the solutions we provide include battery backup it is limited to our equipment and does not supply power for Third-Party communication equipment. If you make any changes or modifications to your communication system you should notify us immediately so that we can ensure proper operation of the service we are providing. We shall have, in our sole discretion the right to require that you employ communication systems or service acceptable to us. Such requirement on our part does not give rise to any right to terminate or cancel the service(s) provided for in this Agreement. We strongly recommend a second communication system as a backup connection to our Security Response Centre. You are advised that while our equipment may provide a "line cut monitoring" feature, such feature will not function with many communication systems now available. Any decisions you may make to change or modify your communication facilities are made without any recommendations or endorsement on our part.

9. You understand and acknowledge that we may employ communication systems and/or equipment provided by non-related third parties, including but not limited to Cellular Service Providers. If any Third-Party communication provider should phase-out any employed technology, having the effect of rendering equipment installed on your premises obsolete we will replace such obsolete equipment with the latest available technology at a nominal cost to you. The declaration of obsolescence by a Third-Party shall not give rise to a right to terminate this Agreement.

10. You authorize us to act on your behalf, as your agent to notify emergency responders of any signal that we deem to be an emergency. You agree and accept that we have no control over the emergency responders and/or whether they will respond and/or the length of time it may take for them to respond to an emergency reported to them. If any police, fire or other authority should refuse to respond to notification of an emergency condition at your premises or if any authority suspends or downgrades response priority, or imposes other sanctions for any reason whatsoever, including excessive numbers of false alarm responses, regardless of the source of the false alarms, the Agreement shall not be terminated, suspended or canceled and we shall continue to provide alarm monitoring services provided for herein, and shall, in response to alarm signals notify you or your designated response agency.

11. We may monitor low battery and primary A.C. power failure to the equipment for service purposes only. We do not charge you an additional fee for monitoring these conditions and you shall not rely upon such monitoring for any other purpose. We are not obligated to advise you of the receipt of such signals. You may request that we monitor these conditions as a supervisory condition for an additional fee which will be shown on the Installation and Service Order Form.

12. If anyone having proper jurisdiction should require any changes or additions to the Security Alarm System, such changes or additions will be provided by us and paid for by you at our then current and usual service rates.

13. You authorize us to enter into your premises during normal business hours, or upon your request, to install, test, repair, and remove the alarm equipment. Any right contained herein to remove equipment only applies where we have retained ownership or where full payment has not been made for equipment being purchased by you.

14. Any electrical power necessary for the operation of the alarm equipment is to be provided at your expense.

**15. You are advised that it is your responsibility to test each of your detection devices at least once every thirty (30) days.** Please follow the directions provided in your alarm system manual. If you do not have a manual available, or if you are unsure of how to test your system, please call us – Toll Free – 1-877-263-2627, option 4 and we will be glad to assist you.

**16. You should also test signals to our Security Response Centre once every thirty (30) days.** You are required to notify Damar PRIOR to any test of your system. Call toll free 1-877-263-2627, Option 1, and identify yourself, the system number provided and advise that you will be testing your system. We will place the system on “test disable” for a minimum period of one hour. You may specify a longer test period. When you have completed your test please call again, identify by system number. We will return the monitoring service to active duty. It is your responsibility to confirm that we received signals during your test. Note that the system will automatically return to active duty upon the expiration of the requested test disable time. Please follow the directions provided in your alarm system manual. If you do not have a manual available, or if you are unsure of how to test your system, please call us 1-877-263-2627, Option 1 and we will be glad to assist you! There is NO ADDITIONAL CHARGE for testing your system.

17. If we hold keys for your premises, we assume no liability or responsibility for the loss or theft of such keys, or for any damages or losses stemming from the loss or theft of such keys, other than to promptly notify you upon discovery of such loss or theft. In some cases, a secured external key-box may be installed to allow responding guards access to your premises. You acknowledge that we have no control over the responding guard(s). Any costs for the changing of locks or other security measures are to be borne by you.

18. We may, with your approval, place company decals on doors, windows or other areas.

## **VI. Additional Provisions for Intrusion Alarm Monitoring Services**

1. Monitoring services provided under the Agreement shall consist of the following conditions unless changed or modified on a schedule attached to and forming part of the Agreement:

- a) Intrusion Alarm Signals; and
- b) If an amount is shown on the Installation and Service Order Form, Supplemental Fire Detection Signals from smoke or heat detectors installed under the Agreement with the express understanding that such smoke and/or heat detectors are not represented by us to be a fire alarm system; and
- c) If an amount is shown on the Installation and Service Order Form, other ancillary or “Customer equipment” detection devices shown in the Agreement.

2. Keypad emergency keys or buttons are not activated nor are they monitored unless an amount is shown on the Installation and Service Order Form, for monitoring these keys or buttons.

3. Upon receipt of an alarm signal from your premises we will attempt to verify or confirm that an emergency condition does not exist prior to notification to the authorities. This verification procedure may involve telephone calls to the premises and to you or your representatives. If we are unable to confirm that an emergency condition does not exist then notifications will be made in accordance with written instructions provided by you. You acknowledge that this verification procedure may take up to five (5) minutes or longer if required by the responding authority.

4. You acknowledge that in the event of an accidental alarm it is your responsibility to immediately telephone the Damar Signal Receiving Centre – 1-877-263-2627, option 0 - and identify yourself by name and personal identification number or secret password and indicate that there is no emergency.

5. If keypad emergency buttons are activated, we will immediately notify the police or other responding authority without any attempt to verify that an emergency does not exist.

## **VII. Additional Provisions for Non CAN/ULC-561 Compliant Fire Alarm System Monitoring Service.**

1. If an amount is shown on the Installation and Service Order Form for monitoring of a fire alarm system this section applies. A fire alarm system which is defined as a combination of interconnected devices consisting of at least a fire alarm control unit, a manual station and an audible signal device, designed to warn the building occupants of an emergency fire condition. This section does not apply to fire detection devices such as smoke and heat detectors connected to an intrusion alarm system control unit. You acknowledge and

understand that the fire alarm system monitoring service provided under this section may not be compliant with CAN/ULC-561 standard and you may not represent the service as being compliant to anyone at any time.

2. Damar will provide an alarm monitoring service twenty-four hours a day for the purpose of receiving signals from your fire alarm system and notification of agreed upon authorities. We will monitor for a common alarm signal from your fire alarm system. In addition, we will monitor for trouble conditions that may arise with your fire alarm system. In some cases, the fire alarm system will incorporate ancillary building fire safety system equipment and we will monitor these supervisory conditions. Upon receipt of an alarm signal, we will notify the fire department, and/or other designated persons of the alarm signal. Upon receipt of a trouble or supervisory signal we will notify your representative by text and/or e-mail message.

3. You agree to provide written instructions and lists to Damar of the authorities or persons to be notified in the event of an alarm and you agree to promptly advise Damar, in writing, of any changes, additions or deletions to the list of authorized employees, friends, relatives or other persons, including their telephone numbers. There is no charge to update the notification list when modifications are received from the Customer. An administration charge may apply when Damar discovers outdated or incorrect information.

4. Damar's obligation herein relates only to the monitoring of alarm signals, and the inspection and repair of any alarm signal transmission equipment that may be installed on the Customer's premises by Damar. The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. Damar is not obligated to maintain, repair, service, replace, operate or assume the operation of the Customer's fire alarm system.

5. If the alarm signal transmission equipment installed on the Customer's premises by Damar requires repairs, we will repair as soon as possible during normal business hours that are between 0800 and 1630, Monday through Friday but excluding statutory holidays. An additional charge may apply for such service. If an amount is shown in the Installation and Service Order Form for Fire Alarm System Monitoring System Extended Warranty or Fire Alarm Monitoring System Service Fees, materials and normal business hours' labour will be provided at no additional charge.

6. If an amount is shown for "Damar Equipment Annual Test" in the Installation and Service Order Form, Damar will conduct an annual operational test of the alarm transmission equipment. The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test.

7. Damar shall monitor signals from the Customer's Fire Alarm Control Unit as indicated in the Agreement. In addition, Damar will monitor for trouble conditions resulting from wiring problems or interruptions between the Customer's Fire Alarm Control Unit and Damar's equipment, Damar equipment status and low battery signals from Damar provided equipment.

8. It is agreed that upon receipt of an alarm signal from the Customer's premises notifications will be made in accordance with written instructions provided by the Customer. Unless authorized in writing by the authority having jurisdiction the notification to the fire department will be the first notification. The Customer acknowledges that in the event of an accidental alarm the Customer or their representative will immediately telephone the Damar Security Response Centre (1-877-263-2627, option "0") and identify themselves by name and personal identification number or secret password.

9. Upon receipt of a Fire Alarm Control Unit Trouble and/or Supervisory Signal, Damar shall have the right to delay response to the trouble signal for a period of time as determined by Damar based on prevailing circumstances and in accordance with applicable operating standards. The Customer shall have the right to request in writing that Damar not perform any notifications regarding trouble signals until the next business day.

10. We may in our sole discretion notify any authority having jurisdiction or other interested party if our services under this Agreement are to be terminated or have been terminated or that the fire alarm system is not functioning and/or we are unable to provide monitoring services or the fire alarm system is otherwise non-compliant with applicable fire codes.

## **VIII. Additional Provisions for Fire Suppression Sprinkler System Monitoring**

1. If an amount is shown on the Installation and Service Order Form for Fire Suppression System Monitoring Damar will receive signals from your fire suppression sprinkler system and notify agreed upon authorities. It is the Customer's responsibility to supply and install, at his expense, all signal initiating devices including but not limited to waterflow, water valves, and pressure supervisory devices. We will monitor for alarm signals as a result of a waterflow condition from the sprinkler system. In addition, we monitor supervisory

conditions related to the operation of any shut-off valves that affect the flow of water to the sprinkler system. In some cases, the sprinkler system requires excess pressure in the sprinkler lines and we will monitor for a decrease in pressure. We also monitor the integrity of our electrical connections to your initiating devices and power status within our transmission equipment. Upon receipt of an alarm signal, Damar shall notify the fire department, and/or other designated persons of the alarm signal. Upon receipt of trouble or supervisory conditions we will notify your representative.

2. Damar's obligation herein relates only to the monitoring of alarm signals, and the inspection and repair of any alarm signal transmission equipment that may be installed on the Customer's premises by Damar. Damar is not obligated to maintain, repair, service, replace, operate or assume the operation of the Customer's alarm and supervisory devices.

3. If the alarm signal transmission equipment installed on the Customer's premises by Damar requires repairs, we will repair as soon as possible during normal business hours that are between 0800 and 1630, Monday through Friday but excluding statutory holidays. An additional charge may apply for such service. If an amount is shown in the Installation and Service Order Form for Fire Suppression System Extended Warranty or Fire Suppression Monitoring System Service Fees, materials and normal business hours' labour will be provided at no additional charge.

4. If an amount is shown for Damar Equipment Annual Test in the Installation and Service Order Form, Damar will conduct operational tests of the alarm transmission equipment. The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test.

5. Damar shall monitor signals from the Customer's Fire Suppression Sprinkler System as shown in the Installation and Service Order Form. In addition, Damar will monitor system pressure and water supply valves and for trouble conditions resulting from wiring problems or interruptions between the Customer's alarm initiating devices and Damar's equipment, Damar equipment status and low battery signals from Damar provided equipment.

6. The Customer is responsible for all maintenance and repairs to signal initiating devices. A service charge may apply to diagnose any problems related to the initiating devices.

7. We may in our sole discretion notify any authority having jurisdiction or other interested party if our services under this Agreement are to be terminated or have been terminated or that the fire suppression sprinkler system is not functioning and/or we are unable to provide monitoring services or the fire suppression sprinkler system is otherwise non-compliant with applicable fire codes.

## **IX. Additional Provisions for Emergency Telephone Answering Service**

1. Emergency Answering service shall mean, within the equipment capabilities, the answering of calls from elevator, swimming pools and other emergency telephones and the subsequent notification based on the instructions you provide in writing to us.

2. You will be responsible to provide, at your cost, all equipment on your premises and initiating telephone lines necessary for this service. We will provide all necessary equipment in our premises and incoming telephone lines for the provision of this service.

3. If any Third-Party, including but not limited to, municipal emergency services and elevator service companies, should levy any charge or fee for any reason whatsoever, these charges shall be your responsibility. If such charges are levied on us you agree to pay us those charges and an administration fee upon receipt of an invoice from us.

4. Our charge for this service is based on a maximum of ten (10) calls per month, and an additional charge may apply for calls in excess of this limit.

5. It is your responsibility to keep call lists or notification lists up to date by advising us in writing by way of e-mail. There will be no charge to update call lists but we reserve the right to charge an administration charge if we encounter incorrect or outdated information in an emergency situation.

6. You should test the emergency telephone answering service at intervals not exceeding 30 days. Test calls are not counted in the maximum number of calls permitted.

## **X. Additional Provisions for Video Intrusion Verification Services.**

1. This section applies only if an amount is shown in the Installation and Service Order Form for Video Intrusion Verification Service.
2. Damar will perform the services specified in the Installation and Service Order Form. We shall transmit video images to our Signal Receiving Centre. When a signal from the system is received, we will first attempt to verify the nature of the emergency by using a two-way voice system and/or visual verification system if such equipment is included in Customer's system. We will attempt to verify that an emergency condition does exist before notifying emergency response personnel. If we determine that an emergency condition exists, we will use reasonable efforts to notify the proper police or fire emergency contact on a notification call list provided in writing by the Customer to us. When a non-emergency signal is received, we will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities. We reserve the right to verify all alarm signals by telephone or other methods before notifying emergency personnel, and may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We may discontinue any particular response service due to governmental or insurance requirements by giving Customer written notice. Customer authorizes and directs Damar, as its agent, to use its full discretion in detaining or causing the arrest of any person or persons on or around the premises who are not authorized to be present by Customer and to hold such person or persons until released by Customer or its known representative.
3. Where video verification service is provided in concert with an intrusion alarm system you are advised that we will not use the absence of a visual intrusion as a reason or justification to not notify you or the authorities, unless you provide written direction to not notify unless there is a visual indication of intrusion.
4. If your notification list includes the municipal police services or Third-Party response companies any costs that may be levied by these parties as a result of a notification shall, in all cases, be your responsibility.
5. Where a video or still image camera or cameras are provided;
  - a) You acknowledge that we are unable to make assurances as to the availability or quality of images produced by the camera as camera performance and image quality may be adversely impacted by lighting conditions, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control;
  - b) If an image sensor device is also being utilized as a motion sensor, you acknowledge that we are making no assurances the motion sensor will operate as designed as the motion sensor may be affected by certain conditions not attributable to us which may cause the device to malfunction or provide false readings;
6. You are advised that there may be rules, guidelines or laws concerning the use of video surveillance systems and equipment (for example, guidance issued by the Office of the Privacy Commissioner of Canada) and that compliance is your responsibility. We are acting as your agent when we monitor or view your premises and you agree to indemnify and hold us harmless from any claims or complaints resulting from the video surveillance system and equipment and/or our services.

## **XI. Additional Provisions Where Wireless Detection Devices Are Employed.**

1. Wireless detection devices including smoke detectors and any other battery-operated devices must be tested monthly and batteries replaced in accordance with the manufacturer's instructions. You are responsible to check and replace batteries.
2. If low battery supervision is provided for wireless devices that we supply and install we will notify you by text or e-mail message.

## **XII. Additional Provisions Related to Communications Facilities.**

1. Alarm communications require the use of facilities provided by Third-Party communication providers. Third-party communication charges, if applicable, will be shown on the Installation and Service Order Form.
  - a) Where we provide Third-Party communication services you are advised that Damar may be billed based on usage of their service. Damar reserves the right to invoice you for additional communication charges if Damar receives in excess of seven hundred and fifty (750) signals per year which may include three hundred and sixty-five (365) daily test signals.
  - b) You acknowledge that Damar has no responsibility for the maintenance or repair of communication facilities provided by Third-Party providers, and Damar is unable to exercise any control over the maintenance or repair of these facilities, therefore any service calls made necessary as a result of a failure or malfunction of these facilities may be chargeable at Damar's current and

usual service rates. Third-Party suppliers include but are not limited to incumbent or competitive telephone companies, internet service providers and cellular service providers.

- c) Our ability to receive signals from the equipment and/or systems installed in your premises depends upon proper transmission of such signals over communication facilities provided by third parties over whom we have no control. Our Signal Receiving Centre (SRC) cannot receive signals when these facilities are not functioning correctly for any reason whatsoever.
- d) In some cases, Third-Party communication facilities may depend upon a continued source of electricity. The battery backup we provide does not supply power for Third-Party communication equipment.
- e) If you make any changes or modifications to your communication system you should notify us immediately so that we can ensure proper operation of the service we are providing. We shall have, in our sole discretion the right to require that you employ communication systems or service acceptable to us. Such requirement on our part does not give rise to any right to terminate or cancel the service(s) provided for herein.
- f) We strongly recommend a second communication system as a backup connection to our SRC. You are advised that while our equipment may provide a “line cut monitoring” feature, such feature will not function with many communication systems now available. Any decisions you may make to change or modify your communication facilities are made without any recommendations or endorsement on our part.
- g) Damar assumes no liability for injuries, death or any loss or damage to the premises of the Customer as a result of a failure or malfunction of these communication facilities no matter how caused.

4. If dialer service is provided the Customer must provide at his expense a non-dedicated conventional telephone line for the non-exclusive use of the alarm signal transmitter. A conventional telephone line is defined as one that operates on telephone company provided copper wires between your premises and the telephone company point of presence that may be their central office or any remote telephone service provisioning equipment and that provides the electrical power required for proper operation. You are advised that some telephone company provided equipment may not employ standby power and dialer service may not function during any power failure.

5. If Public Internet service is utilized as the means of communication of alarm signals from your premises to our Signal Receiving Center or to any other related devices including but not limited to Smart Phones, the following will apply;

- a) The provision of public internet service to your premises is your responsibility;
- b) If you do not have internet service available, we may supply the internet connectivity at an additional cost and this service shall be for the sole and exclusive use of the alarm reporting equipment – you will not have access to this internet connectivity for any reason whatsoever;
- c) It will be your responsibility to provide wireless access to your network, or a suitable RJ-45 Ethernet connection within five (5) feet of the security alarm control unit, into which we will connect our Internet Signal Transmitter. If you provide wireless access to your network, it is your responsibility to provide the password for the wireless access point;
- d) Your attention is drawn to the fact that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted;
- e) Unless specified in the Agreement the communication facilities are not supervised meaning we will not be aware of a failure of those facilities no matter how caused;
- f) If supervised communication service is provided and if, in our sole opinion there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals we may, at our sole discretion, levy additional charges to you as our compensation for the unanticipated additional and unusual costs.
- g) We have no control over the provision of public internet service to you and/or your premises and as such we have no control over the reliability of the service nor do we have any control over the provision of primary or standby power for the internet modem, hubs, routers, switches or other equipment on your premises;
- h) You are advised that the alarm system or other services we provide are connected to the internet or operate over unsecured airwaves and we are not responsible for the security or privacy of your network, connected devices and/or your router and that wireless systems may be accessed by others and it is your responsibility to prevent access by means of strong access codes, lockouts and other generally accepted methods.
- i) It is highly likely that any public internet connectivity may fail at any time and we strongly recommend that you employ a combination of public internet and Cellular Data for your alarm communications.

6. You understand and acknowledge that we may employ communication systems and/or equipment provided by non-related third parties, including but not limited to Cellular Service Providers. If any Third-Party communication provider should phase-out any employed technology, having the effect of rendering equipment installed on your premises obsolete we will replace such obsolete equipment with the latest available technology at a nominal cost to you. The declaration of obsolescence by a Third-Party shall not give rise to a right to

terminate this Agreement.

### **XIII. Additional Provisions for Extended Warranty**

1. This section applies only if an amount is shown on the Installation and Service Order Form for Extended Warranty of System Service Fee.

2. **Extended Warranty is an extension of our standard product and installation warranty applicable to the electronic security equipment provided by us, or in some cases provided by others. It is your responsibility to report any problems or defects in the system or equipment we provide. Extended warranty is provided by us or an authorized service agent. Extended warranty does not provide for the replacement of any equipment that is deemed to be obsolete.**

3. We will provide at our expense all labour and materials to keep the electronic security equipment in proper operating order. The following items of equipment will be replaced by Damar at no additional cost to you should these items of equipment become defective through normal wear and tear: A) Equipment supplied and installed by Damar, or B) Additional Customer equipment if shown on a schedule attached to and forming part of the Agreement.

4. Unauthorized changes, modifications, adjustments or repairs to equipment, unauthorized moving of equipment, equipment added, serviced or replaced by others, including yourself or your agents may void our obligations under extended warranty at Damar's sole discretion.

5. The following are specifically excluded from coverage under Extended Warranty:

- a) Physical or electronic damage to the electronic security equipment by causes beyond our control;
- b) Software corruption by any cause whatsoever;
- c) Software updates unless to correct an identified and/or service affecting software fault;
- d) Virus Corruption;
- e) Loss of primary power or damage to the security equipment because of circuit breakers tripped, fuses blown or removed, power transformers unplugged or disconnected, power turned off, or any other loss of power beyond the control of Damar. Damar will attempt to tag or otherwise identify fuses, circuit breakers and transformers that serve the electronic security equipment;
- f) Telephone or other communication troubles or faults on leased circuits or your telephone system, loss of internet connectivity, IP address problems, LAN or WAN failures of all kinds;
- g) Your mis-operation or improper operation of the system or equipment;
- h) Service response to identify detection points left open, photo-electric beams blocked, objects placed in front of motion detectors, or any other action beyond the control of Damar that adversely affects the alarm system operation;
- i) Lightning damage to the electronic security equipment where manufacturer's recommendations and/or industry accepted lightning protection standards are met by Damar's installation;
- j) Unauthorized changes, modifications, adjustments, re-arrangements, repairs or any other event that affects the operation of the electronic security equipment by persons beyond the control of Damar Security Systems;
- k) Any damage due to accident, negligence, misuse, abuse, abnormal use, unauthorized repair by non-qualified personnel, fire, flood, vandalism, theft, any act of God, operation of equipment outside of the published environmental and/or electrical parameters or caused by accessories, alterations or attachment of other devices not furnished by Damar;
- l) Normal wear (i.e. decrease in brightness) of any CRT, Plasma or LCD display unit and "burned-in" images of static images;
- m) Media storage devices. Determination of the cause of damage or other failure shall be determined in Damar's sole and absolute discretion.

6. All Extended Warranty service and repairs are performed during normal business hours which are defined as being between 0830 and 1630, Monday through Friday local time but excluding statutory holidays. We agree to dispatch a qualified service technician as soon as possible after receiving notification of the need to provide service.

7. You have the right to request service at any time outside of the normal business hours herein defined. We shall provide this service as soon as possible after receiving a request from you. You are hereby advised that, and agree to pay upon receipt of an invoice, an additional charge that will apply for any labour performed outside of normal business hours.

8. Changes, additions or alterations to the Customer's premises which affect the operation of the electronic security equipment or which makes additional equipment necessary are not covered by Extended Warranty and as such our current and usual rates for service will apply.
9. We may, at our sole discretion, waive service charges for items not covered by this Extended Warranty Agreement but such waiver shall not constitute a precedent for any subsequent waiver.
10. All repairs made necessary by damage to the equipment by you or others shall be chargeable at Damar's current and usual rates for such service.
11. Damar will provide labour and material to keep the electronic security equipment in a condition of proper operation. Extended Warranty is not maintenance service. You will promptly notify us of any apparent malfunction of the equipment. We will commence corrective action as soon as possible as provided for herein.
12. When equipment is determined to require service, we may, at our discretion, exchange a component for a similar unit, or we may remove from your premises the defective components and return the component to the manufacturer or other suitable repair depot for repair. We will, if possible and if such units are available, supply a replacement component when a component is removed for service. However, we are not obligated to provide the Customer with a substitute or replacement unit during the Extended Warranty period or at any time.
13. You shall have the right to request modifications to the Extended Warranty. The changes and/or modifications shall be specified on a rider to be attached to the Agreement. Additional charges will apply where Damar assumes a greater responsibility under a modified agreement.
14. Extended Warranty provided for herein is to remedy only defects caused by the ordinary and usual use of the electronic security equipment and does not include service, repair, or replacement necessitated by accident, neglect, abuse, improper use, unauthorized repairs, storms, lightning, theft, break and enter, or other causes not arising from the normal and usual use of the electronic security equipment.
15. Electrical work external to the system and equipment is not covered by Extended Warranty and any changes, additions or alterations required shall be at the Customer's cost.
16. Extended Warranty is not intended to be a substitute for adequate and proper insurance coverage on the electronic security equipment, nor are the items of electronic security equipment intended to be a substitute for adequate and proper insurance coverage on your property and/or contents.
17. If the service being provided is Extended Warranty and monitoring of an intrusion detection system and if you suffer a police service documented break in and if you submit an insurance claim, we will issue a credit to your account an amount equal to your insurance deductible up to a maximum of two hundred and fifty (\$250.00) dollars, one time per contract term, and this amount shall in all events be the maximum amount of our liability exposure to you. We are not to be regarded as an insurer.
18. We reserve the right to revise the fees for Extended Warranty at any time. We will give you at least ninety (90) days prior written notice. Should you not accept the revised fees the provision of Extended Warranty may be cancelled by you by giving us written notice and such cancellation of Extended Warranty shall not give rise to cancellation of any other services being provided
19. Equipment not supplied and installed by us may be eligible for Extended Warranty only after the equipment and system has been inspected by us, and necessary repairs and modifications, if required, have been completed at the Customer's expense.

#### **XIV. Additional Provisions for Supervision of Customer Equipment**

1. If the Installation and Service Order Form specifies a monthly rate for Supervision of Customer equipment monitoring this Section will apply. You acknowledge that we have no control over the operation, maintenance, repair or reliability of your equipment that we are monitoring and we have no control over the number of signals that will be sent.



2. Upon receipt of a supervisory signal we will send a text or e-mail message to the persons designated by you to receive such messages. This will be considered to be fulfillment of our obligations to you. You are encouraged to regularly update us with cellular phone numbers and/or e-mail or text addresses. Optionally and if shown on the Installation and Service Order Form we will attempt to notify you by telephone.

3. **You are required to test supervisory conditions once per month.** If you are only receiving text or e-mail messages there is no need to call us prior to testing. You should ensure that you receive the tested alarm and a “restore” message when done testing.

4. In order to provide the proper service to you, all supervisory and trouble conditions should be arranged to transmit “restore” signals indicating that the condition being monitored has returned to normal. If we do not receive a restore signal within twelve (12) hours of the initial event we will again send a text or e-mail message.

5. If you require telephone notification such service will be provided for an additional fee to be shown on the Installation and Service Order Form. The monthly rate provides for a maximum of five (5) operator action events within a one (1) month period. Operator action events in excess of five (5) per month per paid monitored zone will incur an additional charge of \$5.00 each. One operator action event is defined as the receipt of a supervisory or trouble signal, notification to your representative, a follow-up call if the event is not restored, and a final confirmation that everything is back to normal.

6. If you receive telephone notification of supervisory signals **you must test supervisory conditions once per month:**

- a) Call us at 1-877-263-2627, option 1;
- b) identify yourself by account/system number, your name and your personal identification code;
- c) Advise that you will be testing the system and how long you will require;
- d) Test the equipment; e) Call us at 1-877-263-2627, option 1;
- e) Identify yourself as above;
- f) Confirm that expected signals were received;
- g) Request that the system be placed back in Service.
- h) Be sure to advise our agent if you encounter any difficulties!

7. There is NO ADDITIONAL CHARGE for testing of signals.

8. Our Agreement contains clauses that establish limits of our liability for any loss or damage that may occur for any reason whatsoever, including supervising your equipment. You have the right to request that we accept an increased limit of liability and if we agree we will attach a rider to the Agreement setting forth the increased limit of liability and the additional cost to you. Any such rider increasing our limitation of liability does not make us an insurer and it is not the intention of the parties that any part of the Agreement, or any rider that may be attached, will make Damar an insurer. If you are of the opinion that the failure of any equipment that we agree to supervise will result in any form of loss you agree that you will purchase insurance coverage for such loss and you will look solely to your insurer for compensation, and not look to Damar for such compensation.

## **XV. Additional Provisions When Third-Party Organizations Respond To Alarm Signals.**

1. Response to emergency alarm signals may be provided by municipal or regional authorities such as the police or fire service. You are advised that you may arrange with a Third-Party organization to provide primary response (instead of police or fire service), or as Keyholder (instead of yourself or your employee) to alarm, trouble and supervisory signals. You may arrange Third-Party response directly or alternatively Damar will select a Third-Party response service(s).

2. You are advised and understand that persons or organizations such as police and fire services, Third-Party responders, private guard services and/or the persons on your call lists may decline, refuse or fail to respond to our notification of an alarm, they may not respond promptly, they may be ineffective in preventing injury, loss or damage, or they may be negligent in their actions. It is understood and agreed that we are unable to exercise any control over a responder of your choice and thus we do not accept any responsibility for any loss or damages as a result of any action or inaction by such responder.

3. If you arrange Third-Party response directly then Damar’s obligations shall be to notify the responder by telephone or other electronic methods acceptable to the responder. All costs associated with the Third-Party responder shall be your responsibility. We do not accept

responsibility for excessive signals and/or excessive responses by your responder. It will be your responsibility to clearly specify the alarm conditions that your responder will respond to.

4. If we accept the responsibility to provide a Third-Party responder as shown on the Installation and Service Order Form the following shall apply:

- a) Damar is unable to control the actions of any Third-Party responder that we may provide.
- b) Our Agreement will specify a monthly charge for Third-Party responder service;
- c) Three (3) alarm responses per rolling year will be provided at no additional charge;
- d) Responses in excess of two per rolling year will be subject to an additional charge and you agree to pay upon receipt of an invoice from us. We do not accept responsibility for additional response charges no matter the cause of the alarm requiring response.
- e) Should you request that a responder remain on your premises following their initial investigation an additional charge will apply and you agree to pay upon receipt of an invoice from us.
- f) The rates shown on the Installation and Service Order Form are a Third-Party cost to us and if the Third-Party revises their rates to us we reserve the right to adjust the rate we charge you.
- g) You acknowledge that responders that we provide may decline, refuse or fail to respond to our notification of an alarm, they may not respond promptly, they may be ineffective in preventing injury, loss or damage, or they may be negligent in their actions. It is understood and agreed that we cannot guarantee that any such responder and/or persons on your call list will respond, respond promptly, be effective at preventing any loss or damage, or that they will not be negligent.
- h) Responders provided by us will not arrest or detain any persons.
- i) If you suffer any loss or damage solely as a result of the negligence of a Third-Party responder provided by us and dispatched to your premises in response to an alarm signal, and if we are negligent in the performance of our duties, we will compensate you for that injury, loss or damage subject to the limitation of liability contained in the Agreement.

## **XVI Additional Provisions Related to Network Connected Devices and Services**

1. The following terms and conditions ("Terms of Service") apply to any and all network connected services we provide to you.
2. If any equipment and/or services that we supply or if you use any of our network connected services, you agree to these additional Terms of Service contained herein.
3. Please review these terms and conditions from time to time so you will be apprised of any changes. If you continue to use the products and/or services after any revised terms and conditions have been posted, you will be deemed to have agreed to them.
4. As a provider of online services, we require users to provide certain information in order to provide our services. All information you provide is collected, used, maintained, shared, and destroyed in accordance with The Personal Information Protection and Electronic Documents Act (PIPEDA) and our privacy policy found on our website. We will not sell or otherwise distribute any information you provide to us unless under court order. You acknowledge and agree to fulfil your responsibilities under The Personal Information Protection and Electronic Documents Act (PIPEDA)
5. You acknowledge that some of the equipment may be connected to the Internet or to a Third-Party communications network and the provision of the internet service or other network is at your expense.
6. **You are advised that such connections may be at risk of cyber-attacks or malware and you acknowledge that it is your responsibility to take adequate and sufficient precautions to minimize or negate these risks at your expense. You agree to implement and maintain security policies and procedures to safeguard your data from unauthorized access, use or disclosure.** You agree to use commercially reasonable efforts to prevent the introduction of viruses, malware, or other harmful software into your network and systems. Damar does not offer, nor do we provide network security services. We shall not be liable in any way for any damage, malfunction, or any loss of material, functionality, operability, loss of revenue, confidential information and/or any costs you incur directly or indirectly by any malicious cyber-attacks or malware. If we are found to be liable by any court of competent jurisdiction such liability is limited to the amount in this Agreement.

7. A separate Software License Agreement or End User License Agreement between Damar and Customer and/or the Customer and the software publisher may be required to use the software and to obtain updates/upgrades. Any software provided with the System or in connection with the Services is proprietary to Damar and/or Damar's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. You may not:

- a) disclose the software or source code to any third parties;
- b) duplicate, reproduce, or copy all or any part of the software;
- c) use the software on equipment other than with the designated System with which it was furnished.

8. If the Installed Equipment is to be connected to Customer's computer network ('Network'), Damar will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, network security, or firewall settings. Customer will supply a TCP/IP Ethernet network connection within two (2) metres of the equipment, a network IP address and central processing unit per Damar specifications.

9. If the Installed Equipment is to be connected to Customer's computer network ('Network') we may require certain changes or modifications to your router and/or firewalls. Generally, these changes or modifications will be performed by the customer or the customer's IT Service provider. We will advise you of the required changes or modifications.

10. Damar shall not be responsible for the setup, operation or maintenance of the Network or Network performance or compatibility issues. Damar may assess additional charges, if Damar is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

### **XV!!. Provisions Applicable Only When an Amount is Shown for "Security as a Service" or "SECaaS" is Indicated on The Installation and Service Order Form.**

1. This section applies ONLY when Security as a Service (SECaaS) is specified on the Installation and Service Order Form.

2. We agree to provide at no additional cost to you extended warranty as provided for in the Provisions for Extended Warranty, and preventative maintenance services for the system and equipment described in the Installation and Service Order Form under the following terms and conditions.

3. The **exclusions** contained in Paragraph 5 of the Provisions for Extended Warranty are replaced by the following:

- a) Physical or electronic damage to the electronic security equipment by causes beyond our control;
- b) Software corruption by any cause whatsoever;
- c) Virus Corruption;
- d) Loss of primary power or damage to the security equipment because of circuit breakers tripped, fuses blown or removed, power transformers unplugged or disconnected, power turned off, or any other loss of power beyond the control of Damar. Damar will attempt to tag or otherwise identify fuses, circuit breakers and transformers that serve the electronic security equipment;
- e) The loss of internet connectivity, IP address problems, LAN or WAN failures of all kinds are excluded;
- f) Your mis-operation or improper operation of the system or equipment;
- g) Service response to identify detection points left open, photo-electric beams blocked, objects placed in front of motion detectors, or any other action beyond the control of Damar that adversely affects the alarm system operation;
- h) Lightning damage to the electronic security equipment where manufacturer's recommendations and/or industry accepted lightning protection standards are met by Damar's installation;
- i) Unauthorized changes, modifications, adjustments, re-arrangements, repairs or any other event that affects the operation of the electronic security equipment by persons beyond the control of Damar Security Systems;

- j) Any damage due to accident, negligence, misuse, abuse, abnormal use, unauthorized repair by non-qualified personnel, fire, flood, vandalism, theft, any act of God, operation of equipment outside of the published environmental and/or electrical parameters or caused by accessories, alterations or attachment of other devices not furnished by Damar;
- k) Normal wear (i.e. decrease in brightness) of any CRT, Plasma or LCD display unit and “burned-in” images of static images;

4. The following are provided:

- a) Software updates at our discretion;
- b) Labour charges to identify telephone or other communication troubles or faults on leased circuits or your telephone system;
- c) Media storage devices repaired or replaced at our discretion.

5. Any applicable manufacturer’s warranty shall apply first during such warranty period. Following the manufacturer’s warranty period all equipment provided and installed as shown on the Installation and Service Order Form and/or any Field Change Order Form(s) associated with the Installation and Service Order Form are covered by the Extended Warranty Provisions at no additional cost to you.

6. Any item of equipment shown on the Installation and Service Order Form that that should fail under normal wear and tear (normal usage) will be repaired on site if possible, or alternatively removed and returned to a manufacturer’s repair depot. Shipping charges are our responsibility. If available and at our discretion defective equipment will be replaced as soon as possible. We reserve the right to substitute new or refurbished functionally equivalent equipment if equipment is replaced.

7. You agree to provide necessary access to the system and any related equipment. It is your responsibility to promptly report any issues, malfunctions, or damages related to the system to us. You shall not attempt to repair or modify the security system nor will you engage any other person, firm or corporation to repair or modify the system without our prior written consent.

8. All repair, inspecting and testing work will be provided during normal business hours as defined in these General Terms of Service. You may request emergency service work and Damar will respond as soon as possible. Additional labour charges for service outside of normal business hours will apply.

9. We agree to perform maintenance, repair, and support services with reasonable skill and care, in accordance with industry standards. We will use commercially reasonable efforts to respond to service requests in a timely manner. We may subcontract some or all of the services to qualified third parties, but shall remain responsible for their performance.

10. Damar will perform an annual preventative maintenance inspection and operational test of the equipment. The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection and test.

11. Any software updates provided by the manufacture to remedy software bugs or improve security measures for equipment or systems provided by the Installation and Service Order Form will be installed at no cost to you on an annual inspection basis. Where software updates are required for betterment or new or additional services additional charges may apply. Software updates are applied when applicable at our discretion.

12. All repairs and replacement components are provided at no additional cost to you except, and at our discretion, for damage beyond our control and damage caused by electrical surges, including lightening.

13. Battery replacement in alarm control units, power supplies and field devices will be provided at no additional cost.

14. Should man-lifts or other site-specific equipment be required you will be responsible to provide at your cost.

15. Equipment health monitoring will be provided on all supplied equipment capable of being monitored remotely.

16. Available computer, smartphone and tablet applications providing the ability to manage notifications, provide end-user system access code administration, device and system maintenance will be provided at no cost to you. We will provide technical support but will not be responsible to install such applications on your users' devices.

- END -