

IntelliSystems, Inc.
P.O. Box 592
Port Orchard, WA 98366
(360) 895-7995

STANDARD ELEVATOR MONITORING CONTRACT

Agreement dated _____, by and between IntelliSystems, Inc. (hereinafter referred to as "IntelliSystems" or "Alarm Company") and _____ (hereinafter referred to as "Subscriber") whose address is _____

Site Phone: _____

Elevator description if more than one elevator in premises: _____

Communication Channel assigned for elevator to provide 24 hour communication: _____

The parties hereto agree that:

1. COMMUNICATION CONNECTION:

(a) Communication link between elevator cab and elevator control room with associated wiring shall be installed and maintained by elevator contractor, not IntelliSystems and elevator contractor shall program the communication device installed in the elevator cab to central station assigned communication channel.

(b) If requested by elevator contractor IntelliSystems shall connect Subscriber's elevator communication device in elevator control room to Subscriber's designated communication service and program the communication device to a central station assigned communication channel. Subscriber to initial here if IntelliSystems is to perform this service.

2. COMMUNICATION SERVICE:

IntelliSystems or its designated central station shall provide central office monitoring of the communication device, 24 hours 7 days a week, when activated by an occupant in the elevator. Subscriber acknowledges that IntelliSystems has not installed or serviced any part of the elevator, including but not limited to the communication device, all of which has been installed and serviced by others. IntelliSystems has not inspected and has no responsibility to inspect, test or service the communication device within the elevator cab or elevator control room. It is the Subscriber's responsibility to install and service a single button call device, or any other communication equipment, in accordance with AHJ [Authority Having Jurisdiction] requirements, and select and provide communication pathways to transmit emergency call elevator signals, either non verbal emergency only or two way voice communication. It is Subscriber's responsibility to comply with AHJ requirements for elevator communication and signal transmission and IntelliSystems has no responsibility to and has not recommended or installed any communication device or communication pathway.

It is the responsibility of Subscriber to select, install, test and maintain the operation of elevator communication service in accordance with AHJ requirements. IntelliSystems's sole obligation shall be to monitor and provide appropriate response to emergency non verbal signals or two way audio communication from within the elevator. The communication line provided by IntelliSystems shall remain its sole personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair, or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus or device.

3. TERMINATION OF SERVICES:

IntelliSystems reserves the right, and shall if required by the AHJ, notify the AHJ that IntelliSystems's monitoring services have been terminated. IntelliSystems shall be permitted to terminate its monitoring services in the event of Subscriber's non payment or upon notice that the communication device or pathway is inoperable, and Subscriber shall remain liable for continued performance under this contract.

4. SERVICE CHARGES:

Subscriber agrees to pay IntelliSystems: The sum of \$ _____, per month, payable _____ in advance for the monitoring of the elevator communication system for the term of this agreement commencing on the first day of the month next succeeding the date hereof.

5. TERM OF AGREEMENT: RENEWALS:

The term of this agreement shall be for a period of five years. This agreement shall renew itself month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any renewal term.

6. INCREASES OF MONTHLY CHARGE:

IntelliSystems shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date hereof by up to nine percent per annum each year, upon giving notice to Subscriber, and Subscriber agrees to such increases.

7. ELEVATOR COMMUNICATION SYSTEM CENTRAL OFFICE MONITORING:

Upon receipt of a signal from the elevator communication system, IntelliSystems or its designee communication center, shall make every reasonable effort to communicate with the occupants of the elevator, and notify the appropriate municipal police, fire department or emergency personal response service. IntelliSystems or its designated central office shall, if requested by Subscriber notify Subscriber or Subscriber's response personnel, of the elevator call and emergency condition. Subscriber acknowledges that signals which are transmitted over telephone lines, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of IntelliSystems and are not maintained by IntelliSystems, and IntelliSystems shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising as a result thereof, or for data corruption, theft or viruses to Subscriber's computers if connected to the elevator emergency communication system equipment. Subscriber agrees to furnish IntelliSystems with a written list of names and telephone numbers of those persons, including any municipal emergency response service providers, Subscriber wishes to receive notification of elevator emergency conditions. All changes and revisions to this list shall be supplied to IntelliSystems in writing. Subscriber acknowledges that IntelliSystems provides no response to an elevator emergency communication system signal other than using its best efforts to communicate with those persons inside of the elevator during the emergency and notify appropriate response personnel. IntelliSystems is authorized to record all audio conversations and shall own such recordings.

8. TELEPHONE OR OTHER COMMUNICATION PATHWAY SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY:

Subscriber acknowledges that the elevator emergency communication system connects to a standard telephone jack and communicates over standard telephone lines using two way voice communication unless the AHJ approves other communication pathways, such as but not limited to Internet VoIP, cellular or radio.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE PART OF THIS CONTRACT.

READ THEM BEFORE YOU SIGN THIS CONTRACT

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

IntelliSystems, Inc.:

SUBSCRIBER:

By: _____

Signature (Name must be printed below)

Print Name

Subscribers Email Address

Phone Number

Mailing Address

Tax ID (SS# or EIN)

9. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by IntelliSystems in its sole discretion in compliance with AHJ requirements.

10. **DELAY IN INSTALLATION:** IntelliSystems shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to transmission failure, electric failure, strikes, walk-outs, war, acts of God, or other causes, including IntelliSystems's negligence in the performance of this agreement, and Subscriber shall not be relieved from payments due under this agreement for such period.

11. **TESTING AND SERVICE OF ELEVATOR EMERGENCY COMMUNICATION SYSTEM:** The parties hereto agree that the elevator emergency communication system, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the elevator emergency communication system and to notify IntelliSystems if the communication hook up between the elevator call button device and the Subscriber provided communication service is in need of repair or replacement. IntelliSystems shall not be required to service or replace any equipment within the elevator emergency communication system.

12. **SUBSCRIBER RESPONSIBLE FOR EQUIPMENT AND PAYMENTS:** Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the elevator emergency communication line. Notwithstanding the condition of Subscriber's premises, communication pathways or IntelliSystems's impossibility of performance occasioned by condition of Subscriber's premises, or failure of communication pathways, Subscriber shall remain liable for monthly payments for the term of this agreement, and upon termination until IntelliSystems is given access to terminate communication, without offset or reduction. IntelliSystems has provided only a line connection from the Subscriber's elevator communication device to the Subscriber's selected communication pathway and it is Subscriber's responsibility to disconnect that communication line upon Subscriber's termination of this contract and Subscriber shall remain liable for payment until communication is disconnected.

13. **ASSIGNMENTS/WAIVER OF SUBROGATION RIGHTS:** Subscriber shall not be permitted to assign this agreement without written consent of IntelliSystems. Any such assignment without prior approval shall be deemed a breach of this agreement. IntelliSystems shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against IntelliSystems or IntelliSystems's subcontractors arising out of this agreement or the relation of the parties hereto.

14. **INDEMNITY:** Subscriber agrees to and shall indemnify and hold harmless IntelliSystems, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by IntelliSystems's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

15. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by IntelliSystems the payments to be made by Subscriber for the term of this agreement are an integral part of IntelliSystems's anticipated profits, and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate IntelliSystems's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to IntelliSystems 80% of the balance due for the term of this agreement as liquidated damages, and IntelliSystems shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation hereunder. The parties waive trial by jury in any action between them. In any action commenced by IntelliSystems against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against IntelliSystems must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against IntelliSystems must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against IntelliSystems in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. If IntelliSystems prevails in any litigation or arbitration between the parties, Subscriber shall pay IntelliSystems's legal fees. Any dispute between the parties or arising out of this contract, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by Arbitration Services Inc., under its Commercial Arbitration Rules www.natarb.com. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Washington and agrees that any litigation or arbitration between the parties must be commenced and maintained in New York and in the county where IntelliSystems's principal place of business is located.

16. **ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to IntelliSystems any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon IntelliSystems because of this agreement. Should IntelliSystems be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay IntelliSystems for such service or material.

17. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse IntelliSystems for any fines relating to permits or response to emergency or non emergency conditions. IntelliSystems shall have no liability for permit fees, response to emergency or non emergency conditions, police, EMT or fire department response, any damage to personal or real property or personal injury caused by police, EMT or fire department response to emergency call conditions reported on from the elevator's designated communication line, whether any situation is determined to be an emergency or non emergency condition, or otherwise, or the refusal of the police, EMT or fire department to respond. In the event of termination of police, EMT or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should IntelliSystems be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay IntelliSystems for such service or material.

18. **IntelliSystems'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that IntelliSystems is authorized and permitted to subcontract any services to be provided by IntelliSystems to third parties who may be independent of IntelliSystems, and that IntelliSystems shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to IntelliSystems's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of IntelliSystems.

19. **NO WARRANTIES OR REPRESENTATIONS; SUBSCRIBER'S EXCLUSIVE REMEDY:** IntelliSystems does not represent or warrant that the elevator emergency communication will prevent any loss, damage or injury to person or property, or that the elevator emergency communication will in all cases provide the protection for which it is intended. Subscriber acknowledges that IntelliSystems is not an insurer, and that Subscriber assumes all risk for loss or injury to Subscriber's property or persons using and occupying the elevator. IntelliSystems has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use regarding its communication line or services. Subscriber's exclusive remedy for IntelliSystems's default hereunder is to require IntelliSystems to repair or replace, at IntelliSystems's option, its communication line used to connect the elevator emergency communication device to the communication pathway. The parties do not intend that any warranty, express or implied, attach to the services to be provided by IntelliSystems under this contract.

20. **EXCULPATORY CLAUSE:** The parties agree that IntelliSystems is not an insurer and no insurance coverage is offered herein. Subscriber's payments to IntelliSystems are for the monitoring of elevator emergency communication designed to reduce certain risks of loss, though IntelliSystems does not guarantee that no loss will occur. IntelliSystems is not assuming liability and therefore shall not be liable to Subscriber or any other person for any loss or injury sustained by Subscriber or any other person as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by IntelliSystems's negligent performance to any degree or failure to perform any obligation or strict products liability. Subscriber releases IntelliSystems from any claims for contribution, indemnity or subrogation.

21. **LIMITATION OF LIABILITY:** The parties agree that elevator emergency communication is not designed or guaranteed to prevent any loss or injury to person or property. If, notwithstanding the terms of this agreement, there should arise any liability on the part of IntelliSystems as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by IntelliSystems's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to an amount equal to six (6) times the monthly payment paid by the Subscriber to IntelliSystems at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. If Subscriber wishes to increase IntelliSystems's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from IntelliSystems a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

22. **CONFLICTING DOCUMENTS:** Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement.

23. **FULL AGREEMENT/SEVERABILITY:** This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except IntelliSystems's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.