

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
FEBRUARY 20, 2018 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Potter	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Montgomery	_____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the reappointments of Charles Coleman, Kimberly Nofz, Tammy Wall, Daniel Belanger, Todd O’Neill and Denise Willoughby to the Recreation Committee with terms to expire February 1, 2019.
2. Discussion on the selection of Johnson Controls, Inc. Controls/Tyco Integrated Security to provide a new security card access system for Township buildings.
3. Update on the Iron Belle Trail project.
4. Discussion on the proposed Definitive Transfer Agreement for the Downriver Utilities Wastewater Authority (DUWA) communities.

PUBLIC COMMENT:

CLOSED SESSIONA: The Township Board will go into closed session pursuant to MCL 15.268 (e) to discuss trail and /or settlement strategy involved in the pending litigation, Anna Wambaugh V. Van Buren Township, Wayne County Circuit Case No. 17-008615-NI

ADJOURNMENT:

NOTICE OF CLOSED SESSIONS
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD FOLLOWING
4:00 P.M.
WORK STUDY SESSION
ON TUESDAY FEBRUARY 20, 2018
TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111
FOR THE PURPOSE OF DISCUSSING:

The Township Board will go into closed session, pursuant to MCL 15.268 (e) to discuss trail and /or settlement strategy involved in the pending litigation, Anna Wambaugh V. Van Buren Township, Wayne County Circuit Case No. 17-008615-NI

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Posted 2-15-2018

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY: FEBRUARY 20-18
BOARD DATE: FEBRUARY 20-18

New Business	Unfinished Business	Public Hearing	Consent Agenda	X
ITEM (SUBJECT)	Recreation Committee Reappointments			
DEPARTMENT	Parks & Recreation			
PRESENTER	Kevin McNamara			
PHONE NUMBER				
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Jennifer Wright			

Agenda topic

ACTION REQUESTED

Reappointments of Charles Coleman, Kimberly Nofz, Tammy Wall, Daniel Belanger, Todd O'Neill, and Denise Willoughby to the Charter Township of Van Buren Recreation Committee, terms to expire 2-1-2019.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

Consider the reappointments of Charles Coleman, Kimberly Nofz, Tammy Wall, Daniel Belanger, Todd O'Neill, and Denise Willoughby to the Recreation Committee. These members have all expressed interest in being reappointed for another term. The Committee works well as a team and offers ideas as well as recommendations that have been essential to the Parks and Recreation Department.

BUDGET IMPLICATION N/A

IMPLEMENTATION NEXT STEP

DEPARTMENT RECOMMENDATION

COMMITTEE/COMMISSION RECOMMENDATION N/A

ATTORNEY RECOMMENDATION N/A

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR 

Charter Township of Van Buren

Agenda Item: _____


REQUEST FOR BOARD ACTION

Work Study Date: 02/20/18
Board Meeting: 02/20/18

Consent Agenda _____ **New Business** X _____ Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	To approve the selection of Johnson Controls, Inc./ Controls/Tyco Integrated Security to provide a new security card access system for Van Buren Township buildings.
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Steve Rankin, Director of Information Technology
PHONE NUMBER	(734) 699-9204
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Matthew R. Best, Director of Public Services

Agenda topic

ACTION REQUESTED	
To approve the selection of Johnson Controls, Inc./ Controls/Tyco Integrated Security to provide a new security card access system for Van Buren Township buildings. IT and Building and Grounds recommends Johnson Controls, Inc./ Controls/Tyco Integrated Security in the amount of \$32,006.000 for a new security card access system for Van Buren Township buildings per the Scope of Service. The expense will be paid with Building and Grounds Capital Outlay (Account #101-265-970-000.)	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attachments.	
BUDGET IMPLICATION	\$36,006.00 – Capital Outlay (B&G)
IMPLEMENTATION NEXT STEP	If approved, the system will be scheduled for install.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Attorney has reviewed the Contract. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Building Security Door Access System Bidders

Vendor	Location	Start Date	Days to Complete Project	Warranty	Annual Hosting Fee	System Cost
(1) Johnson Controls (Tyco Security)	Ann Arbor	4 weeks	5 Days	Parts 5 Yrs/Labor 1 Yr Total First 4 Yrs w/annual Host Fee	\$3,666 10 Year Cost	\$32,006.00 \$43,004 \$65,000
Includes New Mail Room Door.... (Did not include Clerk Election Room Door!)						
<i>Great Reference : Don Ball - Dearborn Schools - System in since 2013, "Chugs along by itself", He has 32 buildings, Service Excellent</i>						
<i>5 yr Hosted Agreement with Auto Renewal unless customer notifies Vendor.</i>						
<i>After 1st year Vendor has right to increase Annual Service Charge (Host Charge)</i>						
10 page Sales Agreement!						
(2a) Telecom Technicians, Inc.	Sterling Heights	2 weeks	21 Days	Parts 2 Yr/Labor 1 Yr	N/A	\$48,891.56
Non-Hosted System - Browser based with a Network Extreme Controller which utilizes VBT's LAN.						
Software updates are Free the first year. If we want regular Software Updates then a single or multi-year support plan is available for purchase at a cost of:						
					3 YR Softw Upd	\$3,436.25
				Total First 4 Yrs w/Softw. Update Cost		\$52,328
				\$1,347.50 Annual	10 Year Cost	\$60,413
(2b) Telecom Technicians, Inc.		?	?	?	\$6,400	\$19,198
Cloud Solution limit is 64 Doors for foreseeable future with this company.						
3yr Commitment Subscription Required to Begin at \$19,198						
Total First 4 Yrs Cost to Township						
					10 Year Cost	\$63,998
Note: Bids do NOT include additional Mail Room Door or Election Room Door!						
<i>Great Reference : Sharon Palonka: Plante Moran - Offices in Southfield - 25, Flint - 75, Auburn Hills - +200 , Long history with them, the controller is on the network (not a Server) utilize a browser to get to the Controller. They have been great to work with. They did have to have them replace the Controller to get up to current (few hundred dollars) She does not do the Admin but has heard that is pretty user friendly.</i>						
Security Corp.	Novi	2 weeks	180 Days	Parts/Labor 1 Yr	N/A	\$31,503.62
THEY DID NOT QUOTE A TRUE HOSTED SYSTEM.						

Building Security Door Access System Bidders

Reasons Current System needs to be Replaced

- > Replacement Circuit Boards for Card Access No Longer Available except on Ebay or if you have an expensive Service Contract
- > Current System is close to 14 years old
- > Can't add additional doors to current system (Maxed out)
- > System Software has reached end of life
- > Current system running on Windows XP which is not supported by Microsoft anymore

**Charter Township of Van Buren
46425 Tyler
Van Buren Township, MI 48111**

**INVITATION TO BID
Building Security Card Access System**

To whom it may concern:

Sealed Bids will be received by Charter Township of Van Buren at the Clerk's office, 46425 Tyler Road, Van Buren Township, MI 48111, until 9:30 a.m., Local Time, Wednesday, February 7, 2018, at which time and place said Bids will be opened and publicly read aloud for the following purchase:

New building security card access system

Bid Documents are on file with Mr. Leon Wright, Clerk

Bid Documents (including the purchasing policy of the Township) may be examined at the following location: Charter Township of Van Buren 46425 Tyler Road, Van Buren Township, MI 48111 or at the Township web site <http://www.vanburen-mi.org/>

Send all bids to:
Office of the Clerk
Van Buren Township
46425 Tyler
Van Buren, MI 48111

Deadline for receiving bids is 9:30 a.m. Wednesday, February 7, 2018. No late bids will be accepted.

***All bids should be sealed and clearly marked "Building Security Card Access System"**

Bids shall be publicly opened and read at:
9:30a.m. (local time), Wednesday, February 7, 2018
Van Buren Township Hall
46425 Tyler
Van Buren Township, MI 48111

Specifications:

General - The Township wants a replacement for their current building security card access system. Currently, there are 50 doors with access control over multiple buildings/locations. The program must be multi-site compatible with no maximum number of doors. The system must be open ended with the ability to add new locations and/or doors in the future. If the existing wiring and mechanical door locks are usable, they may be left in place for the new system. Please specify in your bid proposal any existing materials that will be reused. Multiple proposals for different systems may be submitted. Specify each system on the bid pricing page if submitting multi bid proposals.

Compatibility - Any software must be compatible with the Township's system. The Township's is as follows:

Computer software must be Windows 7 or Windows 10 for Microsoft O/S compatible. The Township uses Dell Optiplex 7010 PC with Windows 7, 64-bit, 4GB of Memory, i5 Processor (Quad Core, 2.90 GHz).

Software data – The system should be administered via the Internet (Hosted). Also, describe the protections included (passwords, firewalls, backup, any other protections). Provide as much detail as possible for the system.

Demonstration – Bidders must have the ability, at the Township's request, to demonstrate the software.

References – Please provide at least two references for any systems proposed in your bid. For multiple proposals, include two bids for each system.

Subcontracting - The Contractor shall not subcontract any or all portions of the work included in the proposal(s) unless the Township grants prior written approval. Any subcontractor, so approved, shall be bound by all the terms and conditions.

Insurance Requirements - The successful bidder must furnish the Township with proof of insurance at the following limits or greater prior to commencing any work:

1. **General Liability** – One Million dollars (\$1,000,000.00) occurrence aggregate.
2. **Vehicular Liability** – One Million dollars (\$1,000,000.00) occurrence aggregate.
3. **Worker's Compensation** – in accordance with State Law.
4. The selected contractor **must have** the township, its officers, agents, employee's, servants, boards, commissions and elected and appointed officials named as additional insured.
5. The contractor must execute a Hold Harmless and Indemnification Agreement with the Township in form and substance satisfactory to the Township.

Site Visit - If bidders are interested to see the current system including the existing software program, an appointment will be needed. The point of contact for appointments and any proposal questions is:

Jeff Fondaw
Building & Grounds Superintendent
734-699-8900 ex. 9228
jfondaw@vanburen-mi.org

Warranty – Please include all warranty information on all hardware and software proposed. Include the duration of all warranties. If using existing hardware at locations, please specify if existing hardware will be included in the warranty. Include tech support hours and costs if applicable.

Payment – Payment will be in one payment upon final completion and acceptance from the Township unless mutually agreed upon by both parties.

Instructions/ Additional Information

All specifications must be met. Failure to meet all the specifications may result in a disqualified bid.

The Charter Township of Van Buren Board of Trustees reserves the right to accept or reject any or all bids, to waive informalities or errors in the bidding process, and to accept any bid deemed to be in the best interest of the Township, including bids that are not for the lowest amount.

- The submitted price should be all inclusive of all taxes, fees, and any and all other charges.
- The Charter Township is exempt from Michigan sales tax. Tax exempt number is 38-6007135.
- Bid submittals received after the above deadline will not be accepted and will be returned to the respondent unopened.
- The bidder agrees that this bid may not be withdrawn for a period of 60 days after the bid opening date.
- Each bidder agrees to waive and hereby does waive any claim it has or may have against the Township and its agents, representatives and employees arising out of or in connection with the administration, evaluation, recommendation or award of any bid.
- Proposals submitted by bidders who have been debarred, suspended, or made ineligible by any federal, state or local agency will be rejected.

Bidder acknowledges that it has reviewed all bid documents including the purchasing policy of the Township.

Prospective bidders may contact the office of Building & Grounds Superintendent Jeff Fondaw at 734-699-8900 extension 9228 with any questions.

Total installation price: \$28,339.75

Annual Service Charge (hosted system): \$3,666.00

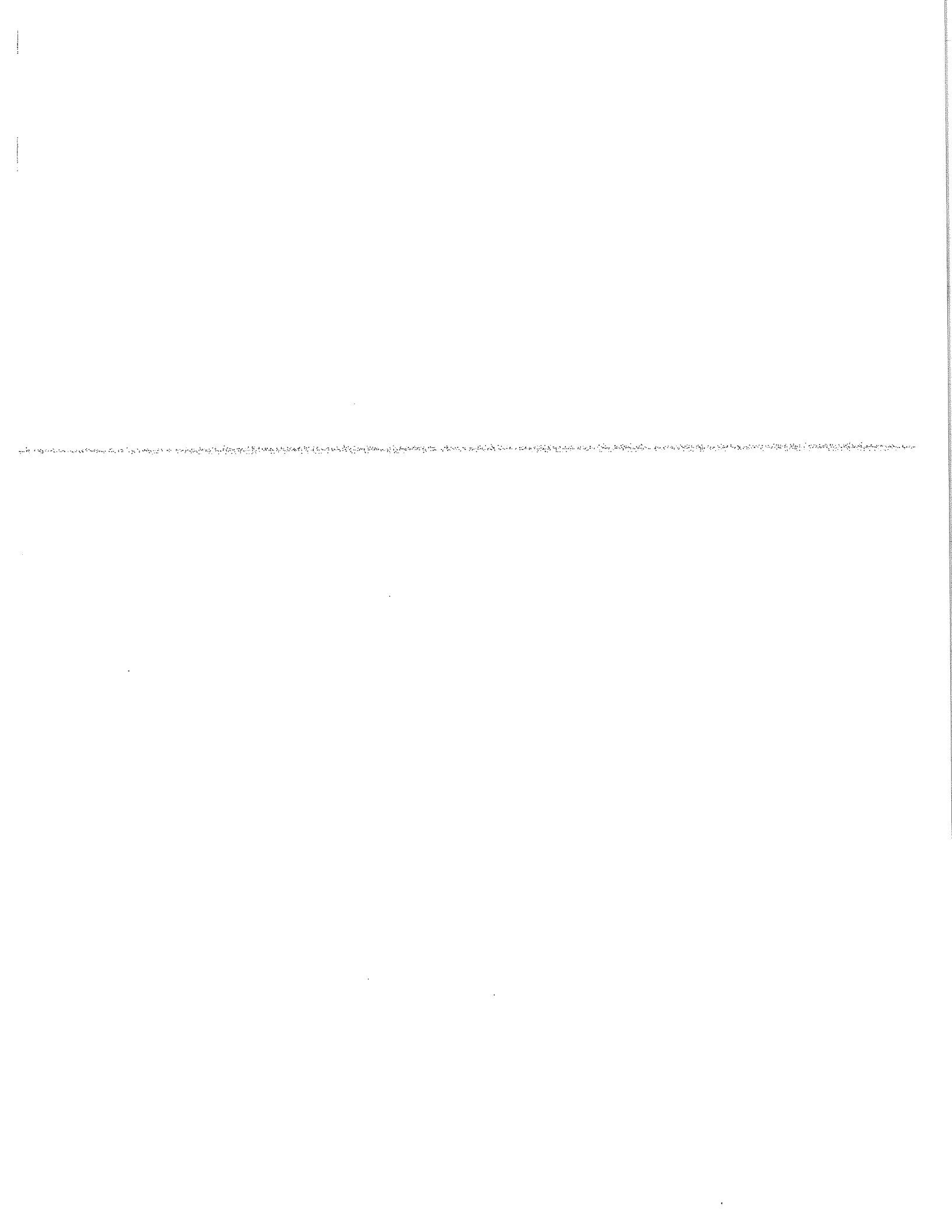
Ability to start date from bid award: 4 weeks

Total number of days for job completion: 5 days

Company Name: Johnson Controls / Tyco Integrated Security

Signature: Maia Best

Date: February 7, 2018



Johnson Controls, Inc.
Building Efficiency
1935 S. Industrial Highway
Ann Arbor, MI 48104
734 662 7264

PROPOSAL



February 7, 2018

To: Charter Township of Van Buren

ATTN: Jeff Fondaw

Office of the Clerk
Van Buren Township
46425 Tyler
Van Buren Township, MI 48111

BID: Building Security Card Access System

Johnson Controls/Tyco Integrated Security is pleased to provide a proposal for the above stated bid as follows:

The Charter Township of Van Buren is requesting a replacement for their current building security card access system. The program must be multi-site compatible with no maximum number of doors. The system must be open ended with the ability to add new locations and/or doors in the future.

Johnson Controls/Tyco Integrated Security proposes a Kantech hosted system solution for the Charter Township of Van Buren. The system will be accessible via a URL, hosted off-site. The replacement system will allow for future expansion/connection of card access doors within Van Buren Township buildings/locations.

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PROPOSAL



Scope of Work: Provide replacement for current building security card access system

1. Provide Kantech hosted access service for security software access. The software is accessible via computer or on an app for phone/tablet use. This software is compatible with the Township's system as listed in the Invitation to Bid.
2. Migrate data from current Township security system to new Kantech system and set up doors and access.
3. Provide and install power supply/chargers for each building.
4. Provide and install new panels for each building, KT-400, transformer & battery,
5. The 46 existing door card readers and existing wiring in the Van Buren Township buildings will be used.
6. Add mail room card access:
 - Provide and install one (1) new card reader
 - Provide and install electrical wiring from panel to new card reader
 - Customer will hire a locksmith to complete lock work
7. New card access system will be compatible with existing card printer

Demonstration:

Johnson Controls/Tyco Integrated Security can provide a demonstration of the access control system software at the Township's request.

References:

Johnson Controls/Tyco Integrated Security has provided, installed and performed maintenance on Kantech security systems at the following locations:

Dearborn Schools
10421 Haggerty St.
Dearborn, MI, 48126
Don Ball (313) 827-3203

Pontiac Schools
850 N. Saginaw St.
Pontiac, MI 48432
Robert Englund (248) 343-4777

Site Visit:

Johnson Controls/Tyco Integrated Security visited the Van Buren Township Hall on Tuesday, 10/24/17 and did a walk-through with Jeff Fondaw and Steve Rankin to assess the current system.

Johnson Controls, Inc.
Building Efficiency
1935 S. Industrial Highway
Ann Arbor, MI 48104
734 662 7264

PROPOSAL



Warranty: Parts – 5 years
Labor – 1 year

Installation price for above scope of work.....\$28,339.75

Annual Service Charge (for hosted system).....\$3,666.00

Clarifications & Exclusions:

- All work to be performed during normal working hours, unless otherwise specified
- PC Hardware (not needed due to proposed hosted system)
- Locksmith work
- Proposal includes scope of work as indicated above
- The Charter Township is exempt from Michigan sales tax #: 38-6007135

Thank for the opportunity to participate in this project bid and please let me know if there is anything else we can provide.

Sincerely,

Maria Best
Account Representative
(734) 707-5211
maria.louise.best@jci.com

Johnson Controls, Inc.
Building Efficiency
1935 S. Industrial Highway
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734 662 7264

PROPOSAL



This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Scope of Work / Schedule(s) of Protection
- (b) Terms and Conditions

II. CHARGES AND FEES: Customer agrees to pay the Sum of \$ 28,339.75 ("Installation Charge") with \$ 0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 3,666.00 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

SCOPE OF WORK / SCHEDULE OF PROTECTION

Johnson Controls, Inc.
Building Efficiency
1935 S. Industrial Highway
Ann Arbor, MI 48104
734 662 7264

PROPOSAL



IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Tyco Owned - Tyco may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Tyco to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")
Hosted Access Control Services PROVIDED

C. Equipment to be Installed ("Equipment"): Tyco will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

TERMS AND CONDITIONS

V. Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Tyco's alarm monitoring center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Tyco shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Tyco's CMC, Tyco will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL or, if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch a Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. TYCO WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Tyco, Tyco will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other

Johnson Controls, Inc.
Building Efficiency
1935 S. Industrial Highway
Ann Arbor, MI 48104
734 662 7264

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responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Tyco's ability to provide Service under this Agreement, Tyco may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. TYCO'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR TYCO'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN TYCO WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT TYCO MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF TYCO. CUSTOMER ASSUMES SOLE AND

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COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3. Maintenance Service/Quality Service Plan ("QSP"). 1. If QSP is purchased, Tyco will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under QSP and any requested QSP Service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Tyco's then applicable rates. Additional charges may apply for QSP Service requiring the use of a lift. Tyco's obligation to perform QSP Service relates solely to the covered Equipment. 2. If QSP is not purchased prior to the expiration of the Equipment Warranty, Tyco will provide such QSP Service only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Tyco's specifications and/or the standards set by applicable law. 3. QSP Service will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). QSP Service performed outside of these hours is subject to additional charges. Provision of QSP Service is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.8. DataSource Service; Open/Close Signal Activity. If Customer has purchased Tyco's central station alarm monitoring and DataSource services, Customer may access Tyco's Internet-based report generation service enabling real-time access to account data and system activity reports such as late-to-close, early-to-close, late-to-open and early-to-open reports. For an additional charge, Tyco can also mail printed reports to Customer at the rates shown in this Agreement. To use the DataSource Service, Customer must (a) have Internet and email access, (b) have purchased alarm monitoring services, and (c) agree to the website terms of use on <https://datasource.tycois.com/>. In order to avoid unnecessary signal activity, Customer disruption, and to provide Customer with optimized open/close scheduling, Tyco will endeavor to analyze open/close signal activity received from a covered Customer facility and appropriately adjust such open/close scheduling at its reasonable discretion to better reflect Customer open/close traffic patterns. Tyco will provide Customer with notification of such open/close scheduling changes made, if any, within five (5) business days.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. 1. Account Activation Required; Additional Terms and Conditions. To activate any web-based features, Customer must visit <https://rs.alarmpnet.com/totalconnect2> ("Tyco MSM Site") and acknowledge the website terms of use ("Tyco MSM Site Terms"). All of Customer's employees, agents, and personnel using the System ("Users") are subject to the terms and conditions of the Agreement as modified by this Rider, in addition to the Tyco MSM Site Terms. At the time of account activation and when adding/modifying Customer Users, Customer shall identify such Customer Users as: (a) Admin User- Admin rights grant the ability to add and control other users as well as to configure and edit notifications. Has access to both the intrusion controls and video systems within a site or multiple sites; or (b) Standard User- User with limited access to the MSM System. Rights are only granted by the Admin user to access intrusion controls and/or video within a site or multiple sites. Does not have the ability to configure and edit notifications. "Master User" rights shall be retained by Tyco and shall be used only on an as needed basis to provide technical support and maintenance service to Customer. 2. Mobile Security Management. Customer assumes full responsibility for: (a) the placement, location, direction and presence of the Equipment and any components (whether or not furnished by Tyco) such as, cameras, recording, peripheral or other devices (each, a "Device"); (b) the recording, transmission, transfer or other use of any images/data captured by the System; (c) the manner of Customer's use of the System or any image or data captured/generated; (d) operating, setting, arming, disarming, viewing, configuring, modifying, reviewing and controlling the System and any associated systems e.g., thermostats, heating/air conditioning systems, lighting systems, doors, garage doors, fans, blinds, shutters, locks, appliances,

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et cetera connected to the System; (e) complying with all applicable laws related to Customer's use and operation of the System; (f) providing compatible Internet connectivity, computers, PDA's or other interface devices, if applicable, to enable Customer to use the System; and (h) User's access to and use of the System. Customer shall, and shall cause its Users to, fully comply with all laws governing the placement, presence, operation and use of the System and any data, photographs, images, live and archived video/audio feeds/recordings (collectively, "Recordings") captured by or generated by the System. The System is intended to be used only in conjunction with Tyco's central station burglar alarm monitoring service and not as a separate/stand-alone alarm/intrusion event detection system. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD TYCO, ITS AFFILIATES, AND SUPPLIERS HARMLESS FROM ANY DAMAGES, LIABILITIES AND COSTS OR EXPENSES OF ANY KIND ARISING OUT OF ANY THIRD PARTY CLAIMS RELATED TO CUSTOMER'S USE OF THE SYSTEM AND RECORDINGS. 3. Transmissions; Security Risks. In providing the Services, Tyco, its third party suppliers ("Suppliers"), or affiliated companies or their agents, employees, or directors (for purposes of this Section 3, collectively, "Tyco"): (a) Tyco may transmit, record, store, provide and/or receive unencrypted data, Recordings, e-mails and text messages ("Transmissions") via the Internet and/or store such Transmissions in facilities located outside the United States, and (b) Tyco cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Transmission of or from unauthorized or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Security Risks"). Customer hereby assumes, releases and discharges Tyco of and from and shall upon demand indemnify and hold Tyco harmless from all Security Risks and any and all loss, damage and liability caused by the Security Risks. If Tyco stores any Transmissions on Customer's behalf, Tyco cannot and does not warrant, assure or guarantee the length of time such Transmissions will be stored. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate its use of the System including any Transmissions to Tyco. Customer is solely responsible for determining the capture/record settings on the Devices e.g., frequency and quality of Recordings. Such settings may affect the volume of Transmissions Customer is able to store and the fees charged to Customer for data hosting/storage. Tyco shall have no liability whatsoever for the content of the Transmissions or failure of the System to transmit signals and/or data regardless of (1) the cause of such transmission failure; (2) whether Tyco had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (3) whether Customer has paid Tyco for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and/or the Federal Trade Commission and changes in rules, regulations and policies may necessitate Tyco's discontinuance of any Services including the transmission of data. The System may include or be configured by Customer to provide: (a) supplementary e-mail or text-message notifications (collectively, a "Supplementary Alarm Notice") of certain alarm signal events received by Tyco's alarm monitoring center (the "CMC") from the System (each an "Alarm Event Signal"); and/or (b) e-mail or text-message notifications (collectively, an "Electronic Notice") of certain non-alarm signal events, such as changes-of-state of the System, or the occurrence or non-occurrence of certain events capable of detection the System ("Non-Alarm Event"). In order to receive and review a Supplementary Alarm Notice and/or an Electronic Notice, Customer must provide valid email addresses and telephone numbers, and e-mail or text-message software that is compatible with the System's e-mail and text-message protocol. Any additional or updated software, hardware or service or any adjustments or repairs to Customer's e-mail, text-message or Internet system, service or devices required to assure such compatibility will be obtained by Customer at Customer's expense. There may be times when a Supplementary Alarm Notice and/or an Electronic Notice will not be transmitted by the System or received by Customer or a Supplementary Alarm Notice and/or an Electronic Notice may be impaired or interrupted by conditions or circumstances beyond Tyco's control, e.g., telecommunication failures, intermittent signals, interference, or areas without telecommunication network signals, Internet failures, computer viruses or problems with Internet service providers. Tyco does not make any representation or warranty concerning the deliverability, quality, readability, reliability, timeliness, privacy or security of any Supplementary Alarm Notice and/or Electronic Notice. Further, Supplementary Alarm Notice(s) may be transmitted by Tyco and received by Customer before the CMC has received and responded to the related Alarm Event Signal. ACCORDINGLY, CUSTOMER SHOULD NOT ENTER AND CUSTOMER SHOULD PREVENT OTHERS FROM ENTERING CUSTOMER'S PREMISES AFTER CUSTOMER OR ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST HAS RECEIVED A SUPPLEMENTARY ALARM NOTICE OF A BURGLARY, PANIC, DURESS OR ANY OTHER ALARM EVENT SIGNAL THAT MIGHT INDICATE AN INTRUDER HAS ENTERED CUSTOMER'S PREMISES WITHOUT BEING ACCOMPANIED BY THE POLICE OR A LICENSED SECURITY OFFICER. CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT TYCO WILL NOT (A) CONTACT ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST, OR (B) SEND THEM A SUPPLEMENTARY ALARM NOTICE UNTIL, IN EACH CASE, THIRTY (30) MINUTES AFTER RECEIVING A PANIC OR DURESS ALARM EVENT SIGNAL FROM CUSTOMER'S ALARM EQUIPMENT. 4. Tyco will use reasonable care in the installation and, if purchased, the maintenance of the System. However, in light of the inherent and unpredictable nature of radio waves, radio wave interference, inconsistencies with broadband or Internet service, risk of human error, and the inherent possibilities of mechanical, electrical or other deficiencies or limitations in electronic equipment and software, Tyco cannot and does not guarantee or warrant the effective or uninterrupted availability of the Services or use of the Equipment in connection therewith. 5. Customer acknowledges that it has no contractual relationship with Tyco's Suppliers, and Customer is not a third party beneficiary of any agreement between Tyco and its Suppliers, including but not limited to any third party network service providers ("NSP") who provide voice, data or internet services to Tyco or its Suppliers. Customer understands and agrees that an NSP shall have no legal, equitable, or other liability of any kind to Customer. 6. Tyco does not warrant and Tyco will not provide warranty service (whether under the standard Limited Warranty or any Extended Limited Warranty/Quality Service Plan) for the batteries contained in any Device/Equipment or the replacement thereof. Customer shall test the System and batteries periodically to determine whether the batteries are charged and operating properly. Tyco further does not warrant and will not provide warranty service for any part of the System obtained independently by Customer or serviced/modified by Customer or any third party. TYCO IS NOT RESPONSIBLE FOR THE OPERATION, MAINTENANCE, REPAIR

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OR REPLACEMENT OF ANY EQUIPMENT/DEVICES NOT PROVIDED BY TYCO AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITIES OF ANY KIND OR NATURE WITH RESPECT TO ANY SUCH EQUIPMENT/DEVICES. Any additional equipment or replacement, not covered by warranty, ordered by Customer to be drop-shipped to Customer, will be provided if such equipment is available at the time ordered and will be billed at Tyco's then-prevailing price for such equipment (plus shipping, handling, and any applicable sales tax) for such equipment/replacement. Customer's installation and use of any such equipment shall be subject to the terms of the Agreement and this Rider. 7. IF THE SERVICES ARE TERMINATED: (A) TYCO WILL NO LONGER PROVIDE (I) ANY SUPPLEMENTARY ALARM NOTICE OR ELECTRONIC NOTICE, OR (II) LIMITED/EXTENDED WARRANTY OR REPAIR OR REPLACEMENT SERVICES FOR CUSTOMER'S EQUIPMENT, (B) CUSTOMER WILL NO LONGER BE ABLE TO USE OR MONITOR THE EQUIPMENT OR ANY RECORDINGS AND SUCH RECORDINGS THEN STORED BY TYCO WILL BE, IN THE NORMAL COURSE OF TYCO'S BUSINESS, PERMANENTLY REMOVED FROM TYCO'S SYSTEM(S), AND (C) ANY AUTOMATIONS, SCHEDULES, SUPPLEMENTARY ALARM NOTICES AND ELECTRONIC NOTICES SET UP THROUGH THE TYCO MSM SITE WILL NO LONGER BE AVAILABLE TO CUSTOMER. ALL Z-WAVE DEVICES THAT HAVE BEEN INSTALLED ON OR AROUND THE CUSTOMER'S PREMISES MAY STILL FUNCTION, IF CUSTOMER PURCHASES A LOCAL Z-WAVE REMOTE CONTROL. DISCONTINUANCE OF THE SERVICES WILL NOT AFFECT THE ABILITY OF THE ALARM EQUIPMENT TO COMMUNICATE WITH THE CMC UNLESS THE MONITORING SERVICE PROVIDED UNDER THE AGREEMENT HAS ALSO BEEN DISCONTINUED. REGARDLESS OF WHAT IS STATED ABOVE, CUSTOMER MAY NOT TERMINATE ANY SERVICE PROVIDED UNDER THE AGREEMENT DURING THE TERM OTHER THAN AS EXPRESSLY PERMITTED IN THE AGREEMENT. 8. A number of factors in Customer's premises are outside of Tyco's control such as lighting conditions, power outages, interference from other electrical equipment, Internet service issues such as download speed or interruptions or failure of Internet service. Such factors can affect Customer's ability to view and record/capture data/images. Tyco makes no representations, promises or warranties with regards to and that Customer has reviewed and found acceptable the placement, image quality, resolution, clarity, color or other viewing attributes of any camera or recording devices furnished by or installed by Tyco. 9. Network Connections and Communications Facilities. Tyco's provision of the Services requires cellular data, broadband and/or DSL Internet, networked devices such as computers, personal digital assistants, cellular telephones/devices, routers and network connectivity (individually and collectively referred to as a "Network" and/or "Network Devices") that is compatible with the System. Tyco will configure the settings on the System to work with Customer's Network and Network Devices. Tyco will not alter Customer's Network, Network Devices, or firewall or security settings. Tyco is not responsible for the setup, operation, maintenance or compatibility of Customer's Network or Network Devices or communication facilities. Customer is solely responsible for any telecommunications or other connectivity charges (including SMS charges) incurred as a result of using the Services. Customer shall be solely responsible for resolving any disputes with any telephone/Internet service company related to same. The speed and quality of remote video viewing is directly dependent upon the speed and quality of Customer's Network and Network Devices used with the Equipment. Tyco is not responsible for performance issues or failures resulting from the Network, Network Devices or any hardware, software or other service provided by Customer for use with the Services including, without limitation, Internet latency, local area networks and non-conforming or non-compatible Network Devices or software. Customer may incur additional charges if the Network information Customer provides to Tyco is incomplete or inaccurate or, if at the time of installation, Customer's Network connectivity is not available or Customer's Network is incompatible with the Equipment and such occurrence results in Tyco spending excess time or re-scheduling appointments to complete the installation. Customer is responsible for purchasing, at Customer's expense, any equipment required to connect the Equipment to Customer's Network including, without limitation, a router and any network switches needed for Tyco to complete the installation of the Equipment and Customer's utilization of the Services. Requests for service or support should be made to Tyco at 800-289-2647. Tyco will retain the ability to remotely access Customer's Equipment and System for maintenance purposes and in order to expedite installation in connection with new Customer location service requests. Use of certain System features requires Customer to: (a) have access to the Internet and an e-mail or text-message address; and (b) accept and continue to accept the Tyco MSM Site Terms and any other terms and conditions required for access to and use of the Tyco MSM Site, as such terms and conditions may change from time to time, and (c) obtain valid User identifications, passwords, and/or personal identification codes ("PIC(s)") to access the Tyco MSM Site. The Tyco MSM Site Terms may be updated or modified by Tyco from time to time at its sole discretion and without notice to Customer. Changes to the Tyco MSM Site Terms will be effective when posted. Customer agrees to review the Tyco MSM Site Terms periodically to be aware of any changes. Customer will be deemed to have accepted any modified Tyco MSM Site Terms if Customer continues to use the Tyco MSM Site after such modified terms have been posted. Customer may have the option to remain logged onto the Tyco MSM Site from Customer's PDA or other equipment for an extended period. Persons who obtain access to Customer's Network and Network Devices while it is logged onto the Tyco MSM Site, may be able to view the images and data contained on or transmitted to the Tyco MSM Site. Customer is solely responsible for the security of Customer's PICs, Network and Network Devices or other equipment used to log onto the Tyco MSM Site. Customer releases Tyco and its Suppliers from and shall upon demand indemnify and hold Tyco and its Suppliers harmless from any loss, damage or other liability arising from any person obtaining access to Customer's personal and private information through Customer's Network, Network Devices or other equipment used to log onto the Tyco MSM Site.

A.13. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.16. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

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A.17. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.19. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Tyco's option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Tyco-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Tyco, or from parts, equipment, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Tyco for Warranty Service and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a)

DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR

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CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank -- no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank.-- covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Tyco to collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) expressly authorizes Tyco to use such personal information to administer the relationship and the agreement between Customer and Tyco, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. **TYCO MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM.** Accordingly, Tyco does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Tyco to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Tyco arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Tyco is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6. The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and

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fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer 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, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco 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, security, or firewall settings. Customer will supply a

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TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

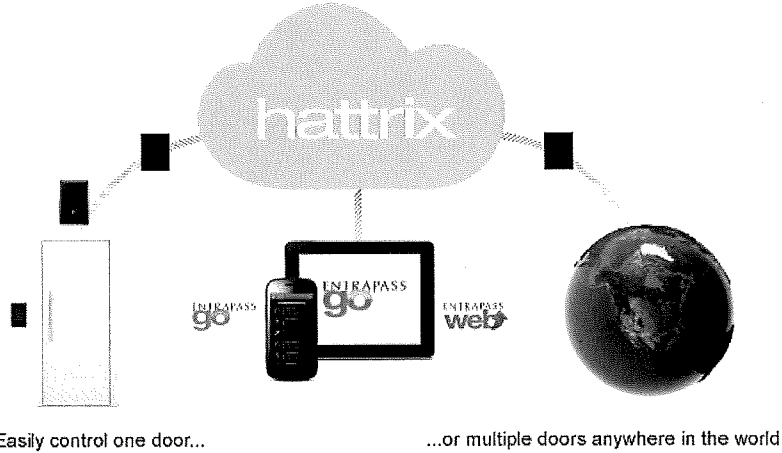
M. Tyco License Information: AL 2014/15-1498,1499,1500,1501,1502,1542,594,595 The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 38381, 5430 Fairbanks Street, Suite 8 Anchorage, AK 99507 AR 0030740116, 003587, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489 CA ACO7207, 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 DC ECS1327 FL EF20000413, EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVA204776, LVA205526, LVU001160, LVU004635 HI CT-32427 IL 127001526 MA 45-C MI 3601206461, 5103373, 6060 Torrey Rd. Suite F Flint, MI 48504; MN TS651063 MS 15024088 NC 846-CSA, 4901 Glenwood Ave., Suite 200, Raleigh, NC 27612, (919) 788-5320 NM 375283 NV 0077542 NY 12000305846, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-29-0003, 50-48-1032, 50-57-1119, 53-31-1582 OK 67 OR CLE322, 197010; PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, TSC2726, AF-09170 TN C-1704,-1705,-1706,-1707,-1708,-1709,-1710,-1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752 UT 8390557-6501 VA 11-7587, 11-7580, 11-7575, 11-7591, 11-7589, 11-7578, 2705147765A WA TYCO11S88600,11824 N Creek Pkwy. #105, Bothell, WA 98011 WV 050291. Mississippi: MS 15024088 The foregoing list shows only those license numbers Tyco Integrated Security LLC ("TycoIS") is required by law to include on marketing materials. A comprehensive list of licenses held by TycoIS is available on www.tycois.com (Legal). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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Support

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Hatrix Hosted and Managed Access Control



Budgets are tight, skills are at a premium and network infrastructure is becoming more complex. All these can pose risks as well as inefficiencies for your customers. hatrix can help to overcome those challenges and close the gap through integrated security solutions and customizable managed services designed to meet the unique needs of any business. hatrix offers value to your customers and profitable growth for you as an MSP.

hatrix is Kantech's powerful cloud-based access control solution utilizing the industry renowned EntraPass security management software. Providing users with Hosted and Managed access control services, hatrix ensures customers get the solution that's just right for their specific business needs. This level of innovation translates into significant advantages in flexibility and scalability, while reducing the infrastructure and training costs compared with traditional security systems.

Business opportunities for you:

- Profitable – Proven template for RMR
- Immediate – No infrastructure needed
- Certified MSPs are ready to work with you
- Scalable – For any customer; from 2 doors to hundreds, single – or multi-site

**MICHIGAN NATURAL RESOURCES TRUST FUND
2018 APPLICATION SCHEDULE**

January 2018	Application period starts in MiRecGrants
March 1, 2018	Recreation plans and plan amendments must be submitted by this date on MiRecGrants. https://secure1.state.mi.us/MIRGS/Login2.aspx?APPTHEME=MIDNR
April 1, 2018	Application due date. Application period closes in MiRecGrants.
April 2018	Applicants will receive notifications with questions for explanation, clarification, and/or supplementation of information provided in the application.
May - July 2018	Grants Management staff conducts review of all applications and conducts site visits.
August - September 2018	Preliminary scores are made available to applicants and supplemental information is requested.
September - October 2018	Grants Management staff review supplemental materials and complete final score evaluation.
Early December 2018	MNRTF Board makes final recommendations for funding.
December 2018- January* 2019	A bill is prepared and submitted to the Legislature for approval and appropriation of funds for the MNRTF Board final recommendations.
Early to Mid-2019	Grants Management distributes Project Agreements to grantees, usually by June, but actual date dependent on Legislature approval.
Mid to Late 2019	Projects may be started after the Project Agreement has been executed.

** All time periods given are best estimates at the time of publication and are subject to change.*



Michigan Department of Natural Resources



DNR / GRANTS / MICHIGAN NATURAL RESOURCES TRUST FUND

General Program Information for the Natural Resources Trust Fund

The Michigan Natural Resources Trust Fund (MNRTF) projects provide for natural resource protection and outdoor recreation. By law, no more than 25 percent of the Trust Fund revenues available for appropriation each year can be used for development, therefore the majority of funding is allocated for acquisition projects.

Applications are accepted annually and must be submitted on or before April 1 of the year of application.

The electronic application process opens in January for the current year application cycle. Final grant recommendations are made by the MNRTF Board of Trustees in late fall and submitted to the Legislature for approval and appropriation of funds. Local grant and DNR applications are evaluated and scored by the staff in Grants Management, using criteria and a point scale established annually by the MNRTF Board. While only state and local governments may apply to the MNRTF, any individual, group, or organization may nominate land for consideration for acquisition. A nomination is a suggestion that a parcel of land be considered for DNR ownership.

MNRTF-assisted project sites must be dedicated to public outdoor recreation in perpetuity. The MNRTF plaque on a park entrance sign or facility indicates that the site received MNRTF assistance.

Criteria:

Applications are evaluated using criteria established by the MNRTF Board of Trustees. Local units of government must provide at least 25% of the project's total costs as local match. Recommendations are made by the MNRTF Board of Trustees to the Governor, which are forwarded to the Michigan Legislature for final approval and appropriation.

There are 10 criteria for acquisition applications (eleven for development applications):

1. Need for project
2. Collaboration
3. Site quality and Project quality
4. Applicant history
5. Conversion history
6. Natural Resource Protection and Use/Recreation Opportunities
7. Financial Need of the Applicant
8. Urban Area Recreation Opportunities
9. Local Match
10. Entrance Fees → *Must be open to all Residents and Non-Residents*
11. Universal Design (development applications only)

Priority Project Types of the MNRTF Board are:

- Trails/Greenways
- Wildlife/Ecological Corridors and Winter Deeryard Acquisitions
- Projects located within Urban Areas.

Detailed descriptions of each criterion are included in the Recreation Grant Application Guidelines booklet. Applicant Information is available at www.michigan.gov/mnrtrf

Applicant Eligibility:

The state and counties, cities, townships, villages, some school districts, the Huron-Clinton Metropolitan Authority, or any authority composed of counties, cities, townships, villages or school districts, or any combination thereof, which authority is legally constituted to provide public recreation. Local units of government must have a DNR-approved 5-year recreation plan on file with the Department prior to application.

Application Process:

1. Submittal of a community recreation plan
2. Submittal of grant application
3. Evaluation by DNR staff
4. Recommendation of funding by the Michigan Michigan Natural Resources Trust Fund Board
5. Appropriation of project funds by the Legislature

Deadline(s):

Local community recreation plans must be uploaded to the DNR's Mi RecGrants website by March 1st of the year of application. Applications must be uploaded no later than April 1, of the year of application.

Timeline(s):

Grant awards are dependent on the appropriations process, but project agreements are normally distributed within 12 to 18 months after the application submission.

Dollar Amount(s) Limitations:

Development project minimum/maximum grant amount: \$15,000 to \$300,000. No minimum/maximum limits on land acquisition grants.

Source(s) of Funds:

Michigan Natural Resources Trust Fund

Authority:

Part 19 of P.A. 451 of 1994, as amended

Contact(s):

Grants Management, Jon Mayes, (517-284-7268)

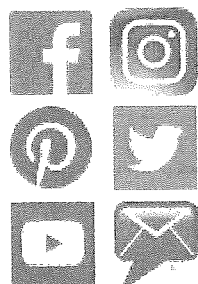
Funding Available per Fiscal Year:

Based on current projections, approximately \$15-20 million will be available for grants each year. Available funds are dependent on revenue, investment earnings and interest accruing to the Trust Fund in a particular Fiscal Year.

Purchase

- DNR e-store
- Buy a license
- Make a reservation
- Buy land
- Make a donation

Connect



Contact

- Contact the DNR
- Customer Service Centers
- Customer Service Guide

Jobs

- DNR Jobs
- Become a Conservation Officer
- Volunteer

Explore

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- Maps
- Open Data
- Trails



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MEMORANDUM

To: Jennifer Wright

From: Sam Lovall

Date: February 12, 2018

RE: Iron Belle Trail - Van Buren Township Segment

This memorandum is a follow up to the public meeting held on Wednesday, January 31, 2018. The meeting took place at 7 pm at Belleville High School. The intent of the meeting was to increase community awareness through the display of graphic representations of the trail and discussion of various route options, including the benefits and challenges each route presents.

The meeting began in an "open house" format with attendees informally viewing graphic exhibits and conversing with PEA staff. Half way through the meeting, the attendance grew beyond a manageable size to conduct one-on-one conversations. As a result, the meeting format transitioned to an informal presentation interjected with questions and comments from attendees – basically a group conversation facilitated by PEA staff.

Iron Belle Trail Discussion:

The Van Buren Trail was explained to be a section of the Iron Belle Trail, the longest state trail in the nation, with two paths connecting Belle Isle in Detroit and Ironwood in the Upper Peninsula. The 1,221 mile hiking trail and 798 mile bicycle route incorporate pristine forests, charming towns and demonstrate Michigan's claim as The Trail State. Developing a trail segment through Van Buren Township would connect the community to this regional trail system. Locally, citizens will benefit from the added route for biking and walking, as well as a safe connection from downtown Belleville to Lower Huron Metropark. Attendees were very receptive to the Iron Belle Trail initiative.

Alternative Route Discussion:

Various route alternatives were presented and discussed, with attention to challenges associated with each alternative. (Refer to attachment for location and a graphic analysis of these routes.)

The most significant challenge held by two alternatives involved crossing or making use of Norfolk Southern Railroad (NSR) property in locations where no public road R.O.W currently exists. PEA staff explained that a request to NSR of this nature would certainly be denied. (This was later verified with a NSR representative.) Another route alternative utilized Savage Road to connect with the ITC corridor, then headed south on the corridor to Bemis Road and east to the Lower Huron Metropark. This route avoids the railroad, however, there are several more residents with homes closer to the road than those on E. Huron

River Drive. Discussion of these alternatives implied that the Huron Drive / Edison Lake Road route is the most feasible. This was generally understood by the attendees.

However, a group of about five residents that lived along E. Huron Drive in an area where the homes are relatively close to the road felt differently. Although these residents are not against having a trail, they felt it would be unsafe along E. Huron River Drive due to a high volume of fast moving traffic. Several of them offered use of an easement on the back of their lot (next to the railroad R.O.W) as an alternative.

One of them suggested a completely different route that would utilize Martinsville Road, going south from E. Huron River Drive, to Fantasee Lighting (owned by Stefan Graf). The route would turn east and run across this property's north edge to the ITC corridor, where it would head south to Bemis Street. From here, it would turn east and go to the Metropark at Haggarty Road. PEA said they would investigate this route further by first determining if an easement is feasible on the Fantasy Lighting property.

E. Huron River Drive/Edison Lake Road Route Discussion

Finally, the proposed route along E. Huron Drive and Edison Lake Road was discussed. Since this route appeared to be the most feasible, detailed plans were developed, which revealed some challenges. In an initial plan, a 10' wide shared use path within the road ROW displaced the area currently used for an open ditch, resulting in the need for curb and gutter, milling and resurfacing of the street and a below grade drainage system. Because these improvements are very expensive, a second plan was developed that reduces the 10' shared use path to a 6' wide sidewalk. This concept requires some below grade drainage but much less curb and road work. This concept was presented to the attendees with a mentioning of its challenges.

Beginning at S. Edgemont Street and heading east to the Bethany Bible Church entrance drive, the road has two east-bound travel lanes, which totally consume the ROW and cause the proposed 6' concrete sidewalk to be constructed on private properties. Based on conversations with the church representatives, they will likely agree to granting an easement. However, there are two private residents that have not yet been contacted.

After passing the Bethany Bible Church entry drive, the walkway can be constructed within the ROW and continue to Martinsville Road. There is a shallow ditch in front of many homes in this stretch of the path with no apparent discharge area. The new path design reduces the depth of this ditch and includes a new drainage system, with perforated pipe and drywells to store and percolate water. However, this is a "non-standard" design that will require approval from Wayne Co. Road Department.

East of Martinsville Road, the path meanders into Riggs Heritage Park, connects to the existing bike route and becomes a 10' asphalt path. When the trail leaves the park, it returns to the right of way as a 6' concrete sidewalk. The trail follows the road around the curve to the Edison Lake Road "fork", where a pedestrian actuated signal is proposed to make a safe road crossing. The path then continues east on the north side of Edison Lake Road with wetland views toward Belleville Lake.

At Sandy's Marina, the marina parking lot uses the entire right of way. The plan calls for parking within the ROW to be displaced by an 8' wide concrete sidewalk path passing through a green space protected by curbing. Drive throats cross the path in several locations, providing vehicular access to the marina. An easement will be required to construct associated drainage improvements in this area. However, the entire path and greenspace are within the ROW.

The path eventually connects to the existing non-vehicular bridge, with views of the lake over the dam, then continues on to Haggerty Road. From here, a northern spur connection can be made to French Landing Park before the trail heads south along Haggerty to the Lower Huron Metropark. An easement will be

required from Norfolk Southern Railroad to build the path where the railroad crosses Haggarty Road. However, this should be feasible, since there is already a road crossing the railroad at this location.

Closing Discussion and Comments:

Overall, citizens at the meeting were very receptive to the trail. They are excited about access to a trail system that would connect their homes to existing parks and allow them to ride bikes or walk without having to drive. For some, the idea of developing only a 6' sidewalk was acceptable if it was deemed too difficult to develop a 10' wide shared use path. In spite of their optimism, some community members voiced some hesitation about the project. Their concerns include:

- The safety of the trail with how fast people travel down E. Huron River Drive. Homeowners currently drive their bikes to the park as there is no safe way to bike ride from their homes. Pedestrians on the path would have to watch for cars on the road as well as those coming out of their driveways. However, if this path were built, residents would be able to gain access to the parks without driving.
- The lack of space between the front of their homes and the road.
- The proposed crossing is on a curve where people tend to drive fast. Even with the pedestrian actuated signals, drivers may not be paying attention. Also, sometimes the railroad crossing backs up and there could be cars blocking the pedestrian crossing.
- A group of homeowners present was very positive about the idea of the trail, but would like to see the trail in their backyard, along the railroad track instead of in their front yard. Some homeowners did say they would be willing to provide an easement on their property if it would get the path off of E. Huron River Drive.

Overall, this was a positive meeting. The residents in attendance were asking about the next steps and what needed to happen for the project to continue. Some even presented ideas in hopes of gaining funding for the project.

IRON BELLE TRAIL

Van Buren Township, MI

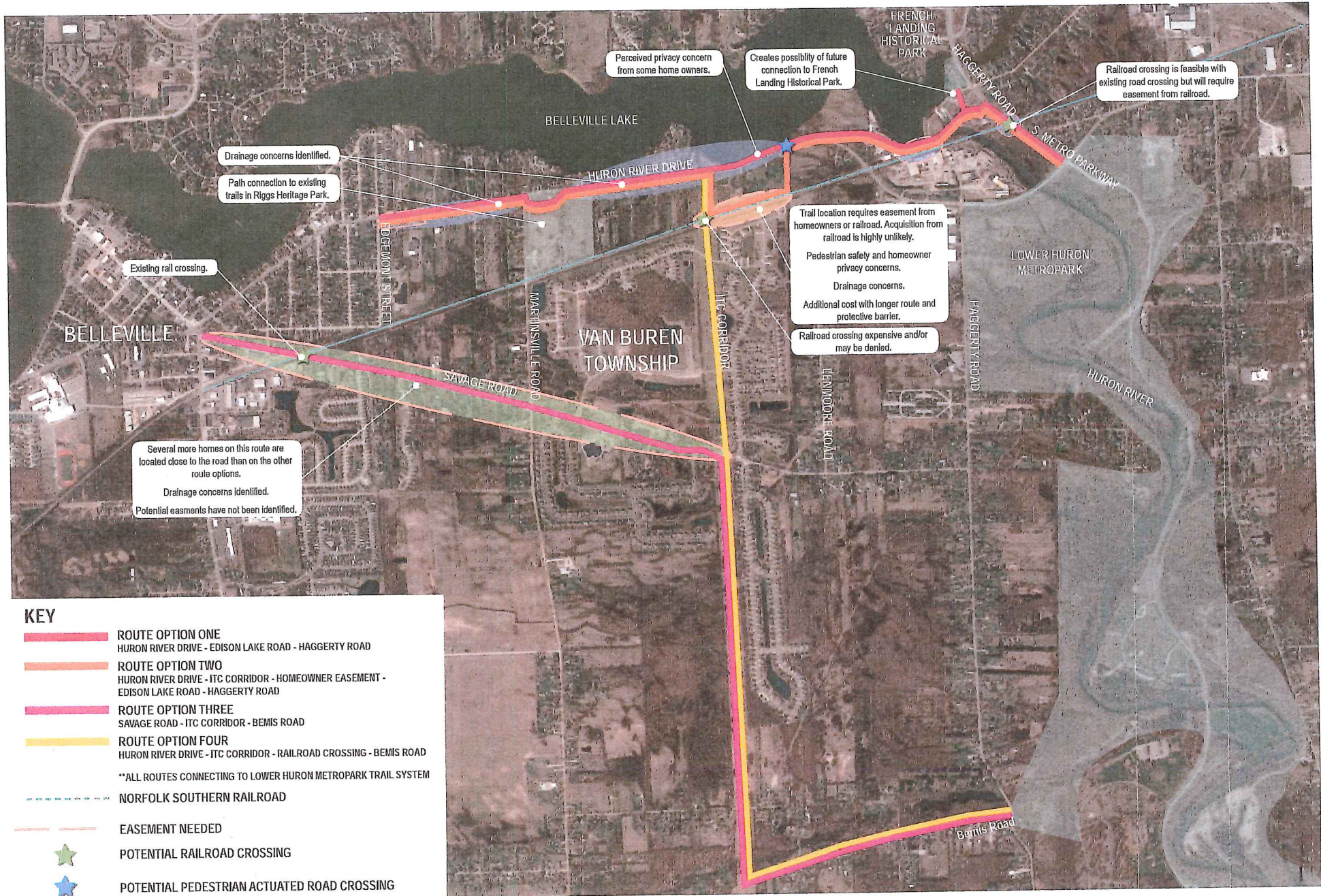
Van Buren Township with funding provided by The Michigan Department of Natural Resources, is initiating feasibility and preliminary design for the Iron Belle Trail connecting Belleville to the Lower Huron Metropolitan Park.

Van Buren Township invites you to share your thoughts on this important greenway connection.

Date: Wednesday January 31, 2018

Time: 7:00 p.m.

Place: Belleville High School Cafeteria



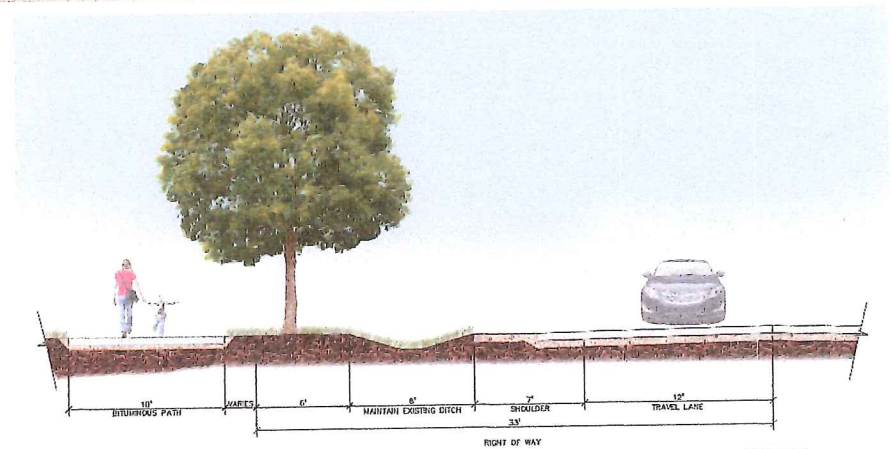
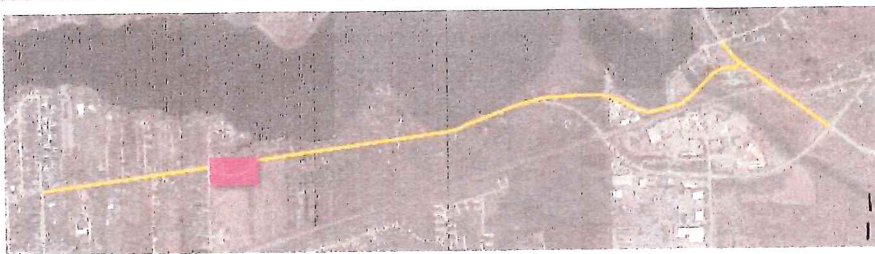
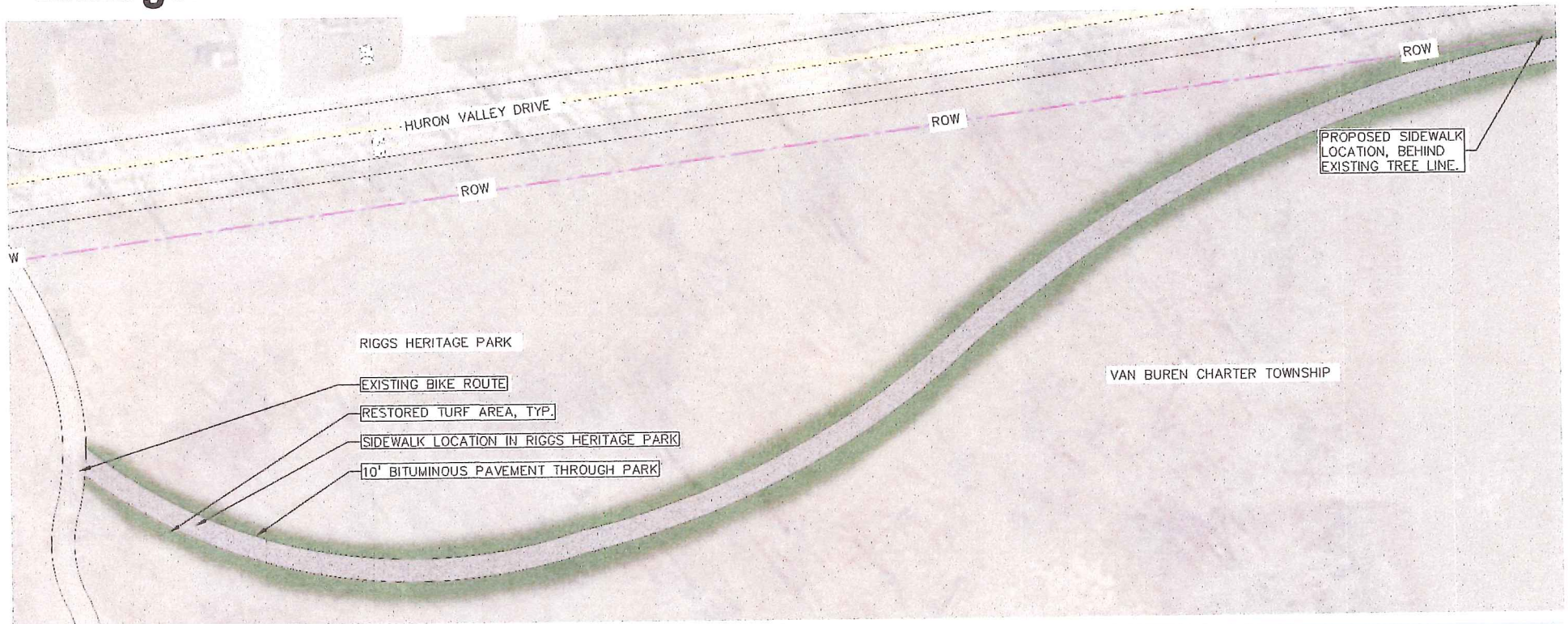
Van Buren Township Iron Belle Trail Options Analysis

Van Buren Township, MI

No Scale



Enlargement Two



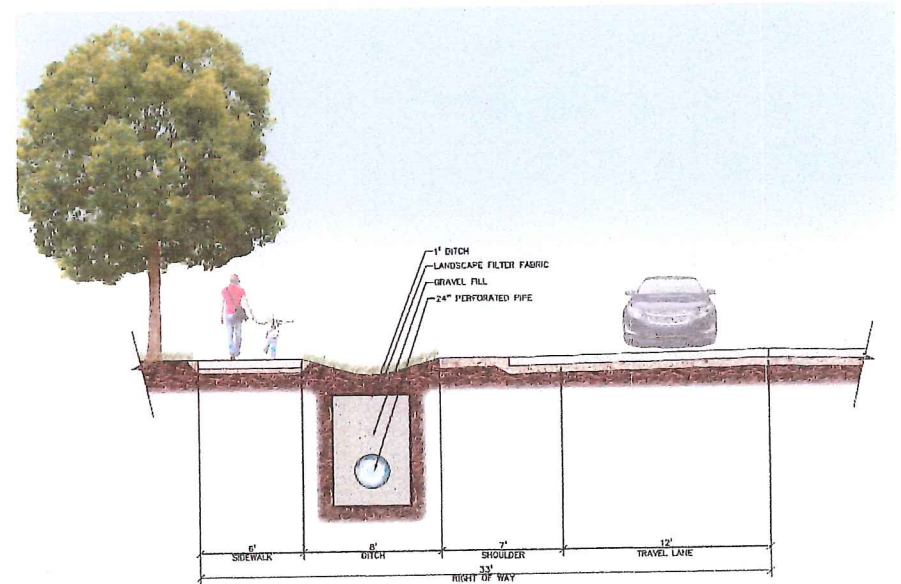
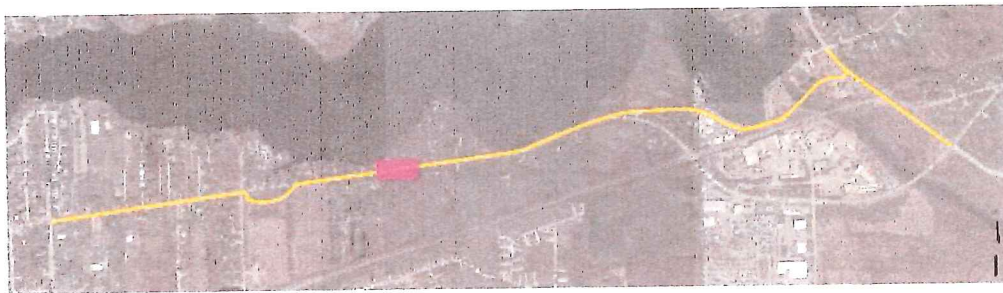
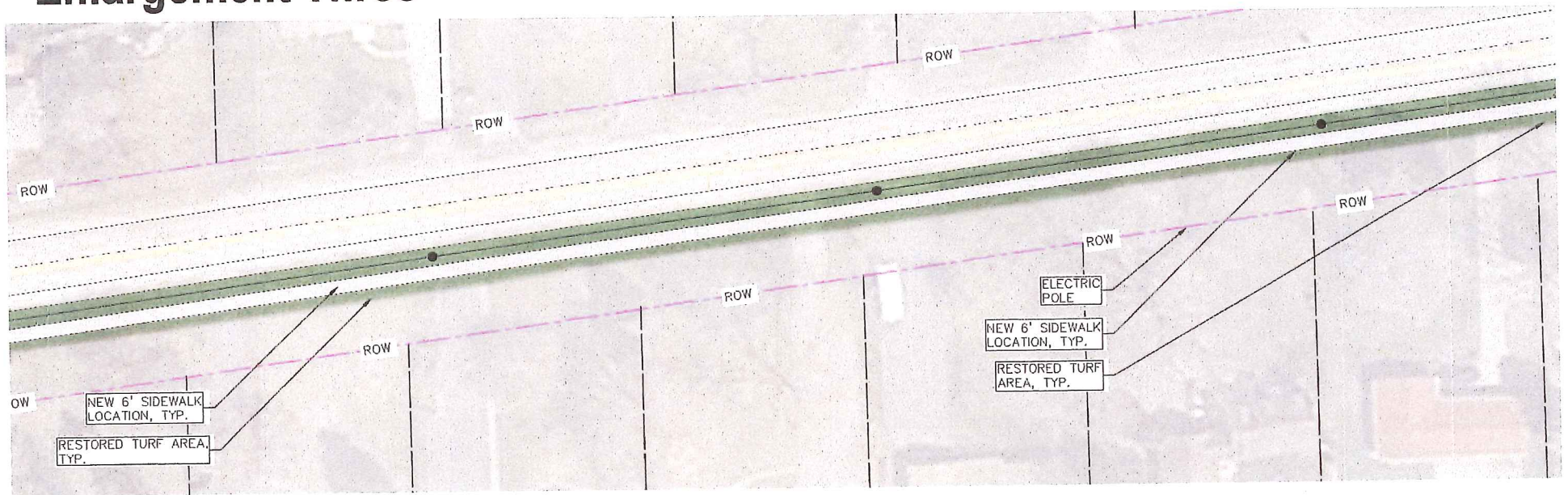
Iron Belle Trail

Van Buren Township, MI

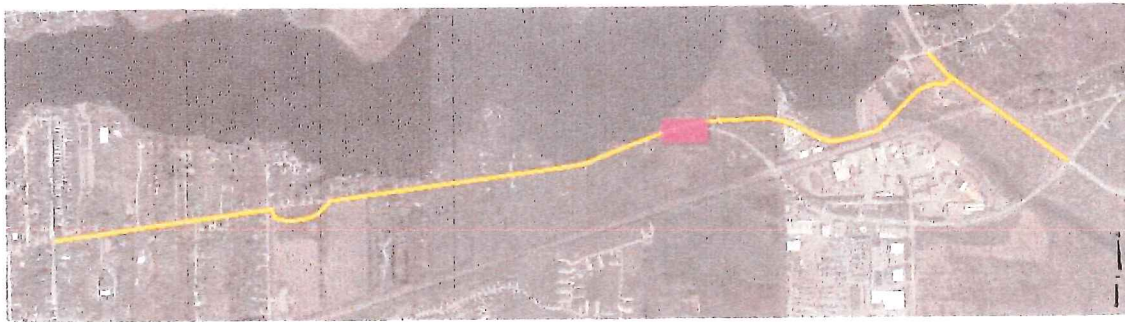
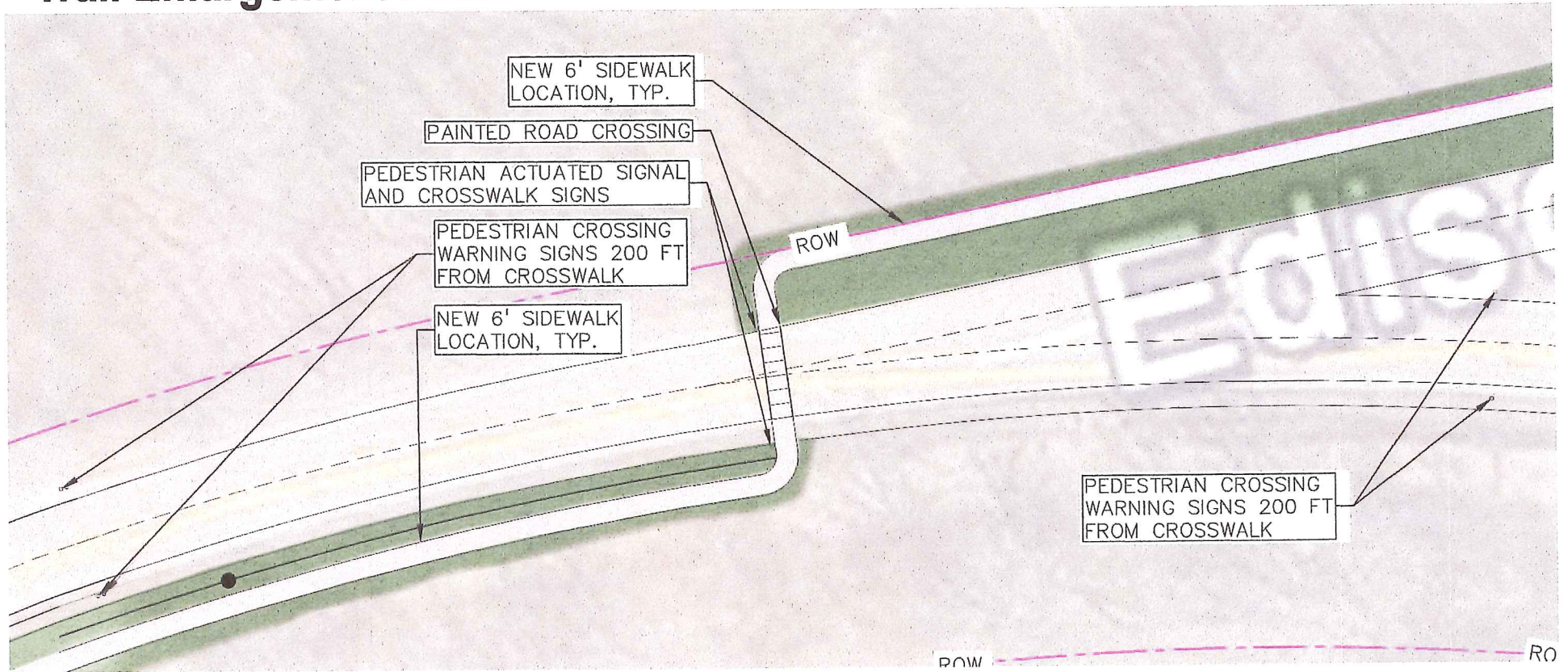
January 2018



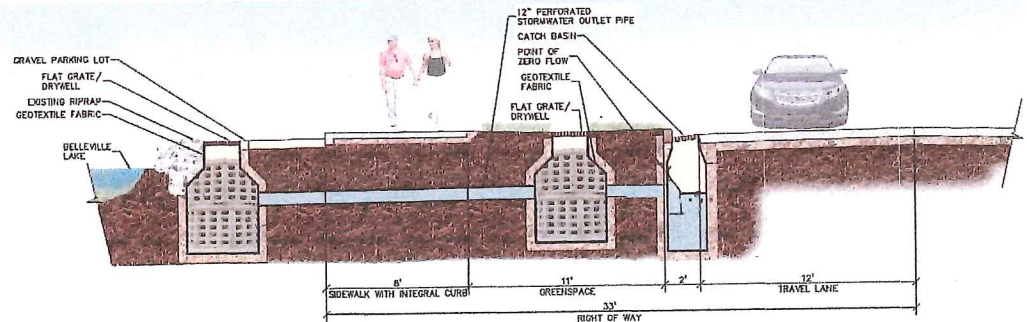
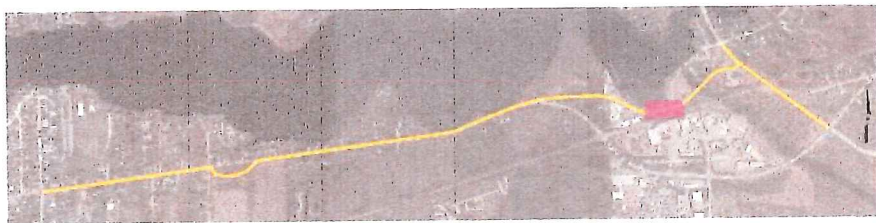
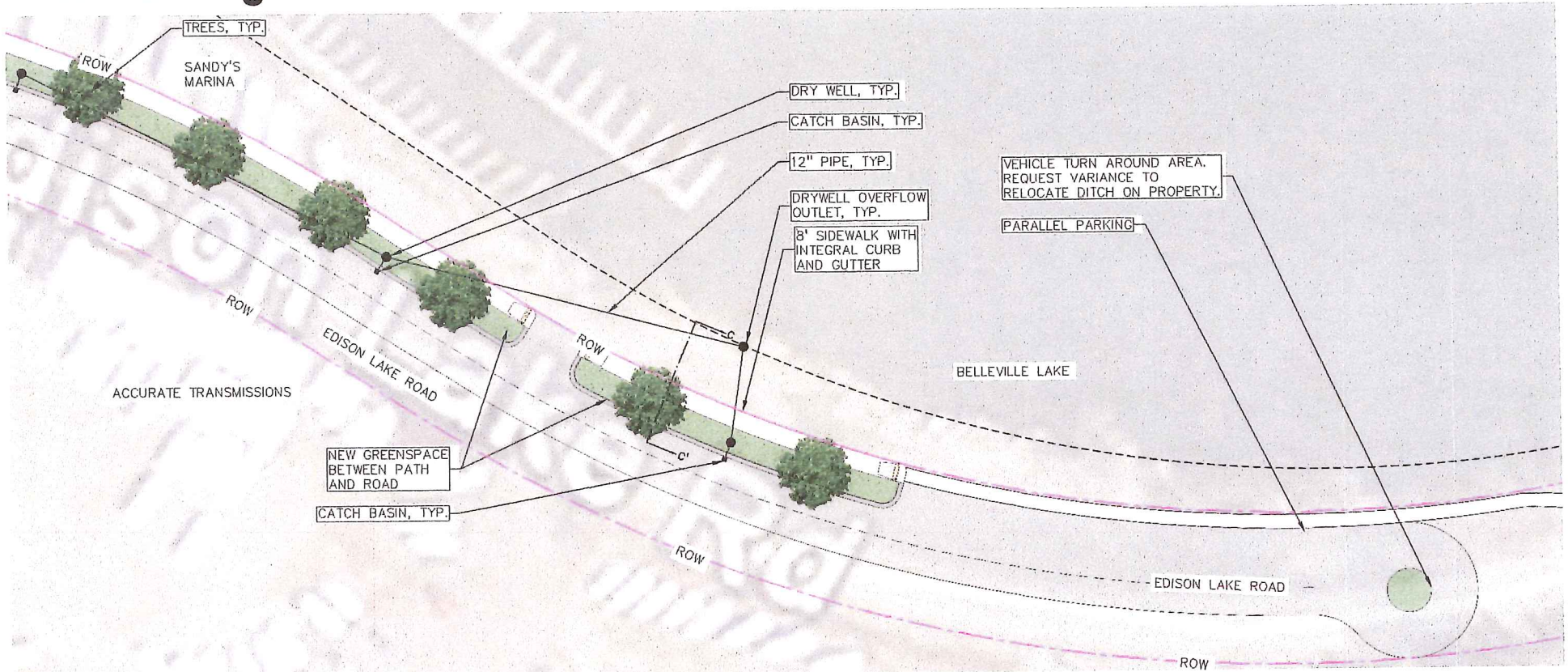
Enlargement Three



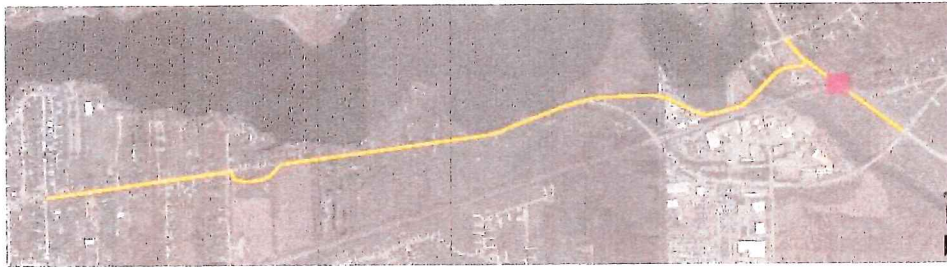
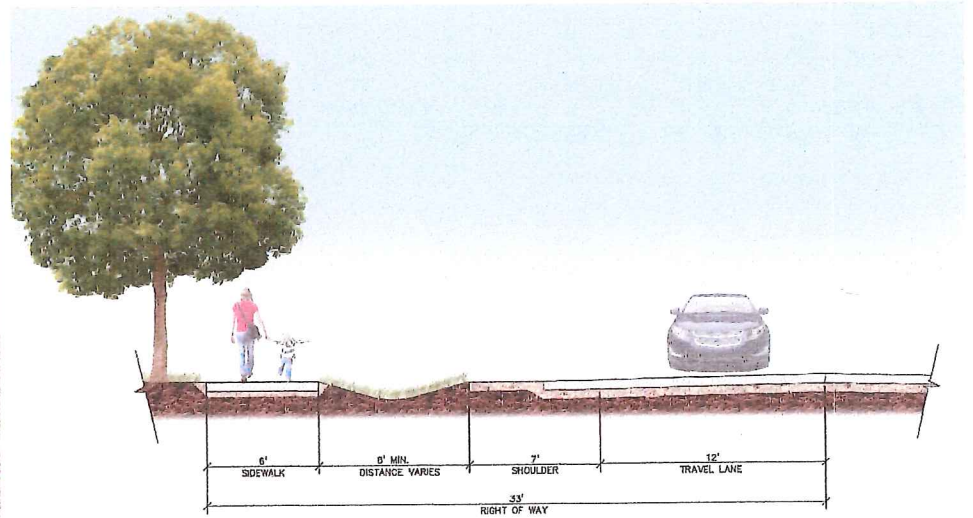
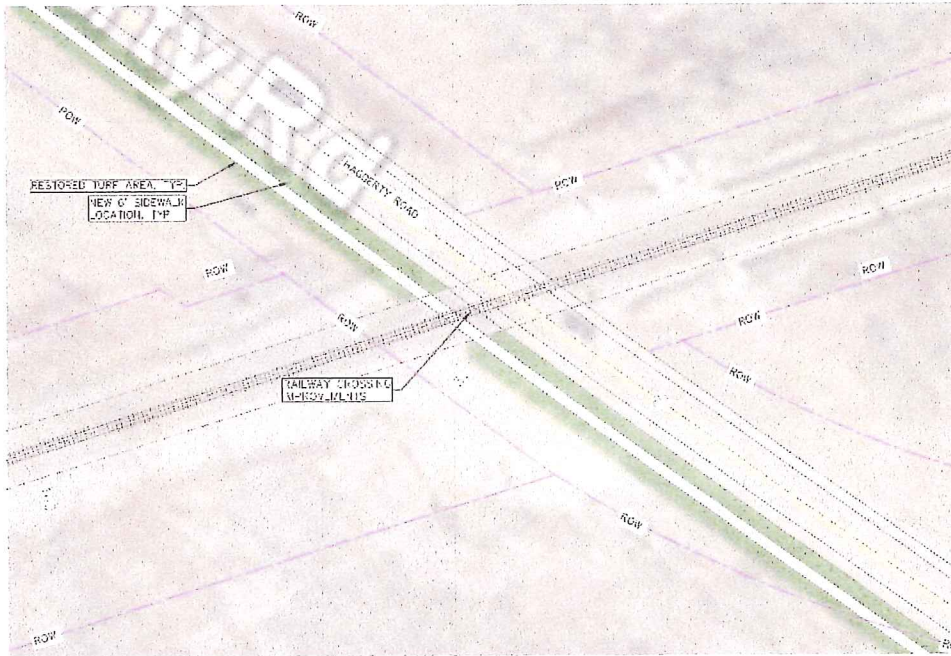
Trail Enlargement Four



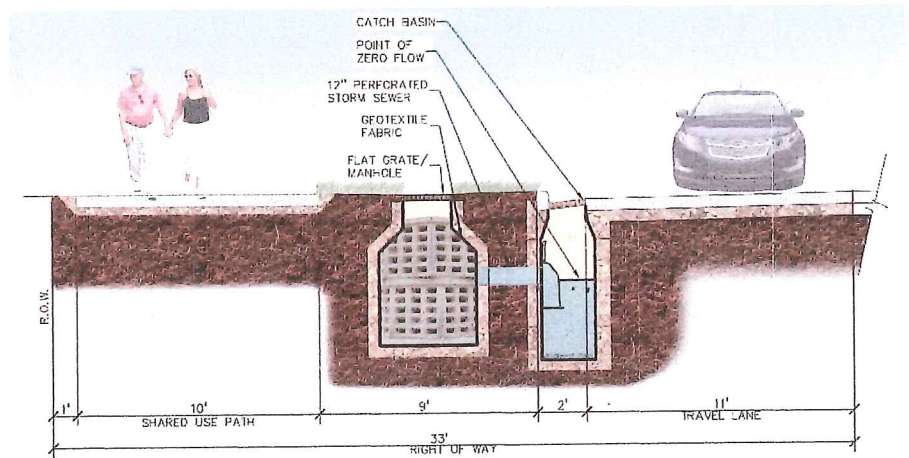
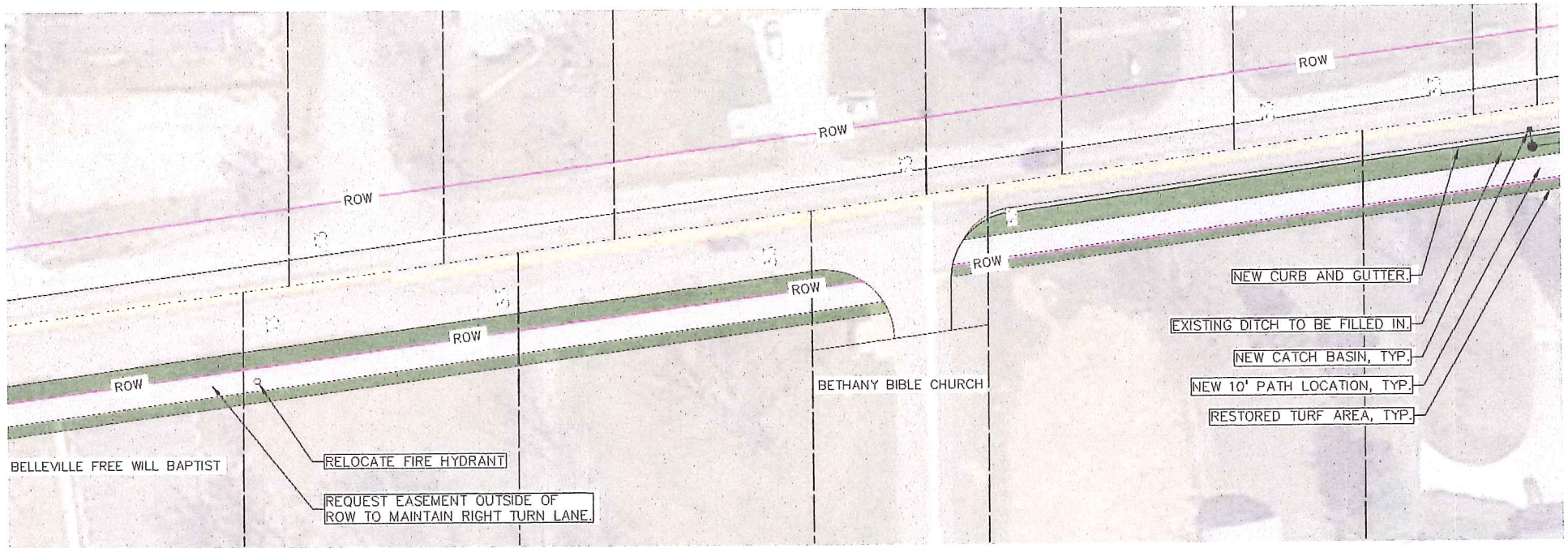
Trail Enlargement Five



Trail Enlargement Six



10' Trail Enlargement





Iron Belle Trail

Van Buren Township, MI

January 2018





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Van Buren Township, MI

January 2018





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