

## TERMS AND CONDITIONS

**1. INITIAL TERM AND RENEWAL.** Except where noted otherwise, this Agreement commences on the Acceptance Date noted below AAA's signature and continues for the term specified above (the "Initial Term"). The Monitoring Service commences when the installation of the System is complete or when the Subscriber's alarm transmitter is reprogrammed to permit AAA monitoring. **THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED UPON EXPIRY OF THE INITIAL TERM FOR SUCCESSIVE ONE YEAR TERMS ("Renewal Term") UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE INITIAL TERM OR RENEWAL TERM. SUBSCRIBER SHALL PAY FOR MONITORING FOR THE RENEWAL TERM AT AAA'S THEN APPLICABLE RATE.**

**2. COMMUNICATION FACILITIES – SUBSCRIBER ACKNOWLEDGES THAT HE/SHE IS AWARE THAT NO ALARM SYSTEM CAN GUARANTEE PREVENTION OF LOSS, THAT HUMAN ERROR ON THE PART OF AAA OR THE MUNICIPAL AUTHORITIES IS ALWAYS POSSIBLE, AND THAT AN ALARM SIGNAL MAY NOT BE RECEIVED IF THE TRANSMISSION MODE IS CUT, INTERFERED WITH, OR OTHERWISE DAMAGED OR NON-OPERATIONAL FOR ANY REASON.**

**A. Authorization** – Subscriber authorizes AAA to make requests for information, service, or equipment in any respect on behalf of Subscriber to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement.

**B. Digital Communicator** – Subscriber understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals.

**C. Cellular/Internet** – If connection to the Monitoring Centre is to be by cellular method or internet transmission then Subscriber understands that due to the very nature of cellular, and internet transmissions that there may be times when the System is unable to secure, maintain or retransmit an alarm signal and, thus, the utilization of an additional communications means is recommended.

**THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS, INCLUDING LIMITATION OF LIABILITY PROVISIONS, SET OUT ON THE REVERSE HEREOF AND ON THE EQUIPMENT PURCHASE SCHEDULE ATTACHED HERETO, IF APPLICABLE, BOTH OF WHICH FORM PART OF THIS AGREEMENT.**

By my signature below, I acknowledge and agree that: A. I agree to be bound by all terms and conditions of this agreement, and agree that nothing herein shall reduce the Initial Term from that originally chosen. B. I have read all of the information above and certify that it is correct. C. I have read and understood the terms and conditions attached. D. I consent to the collection, use and disclosure by AAA of my personal information in accordance with section 12 of this Agreement.

I consent to AAA obtaining or verifying information as to me or my credit worthiness from any personal reporting agency or other credit grantor, and to the exchange of such information with others.

**3. RATE INCREASE.** Subscribers hereby agree that AAA shall have the right to increase the annual alarm monitoring charge provided for at any time or times after one (1) year from the Acceptance Date, upon AAA giving such Subscriber written notice sixty (60) days in advance of the effective date of such increase. If Subscriber is unwilling to pay such increased charge for annual alarm monitoring, Subscriber may terminate this Agreement by notifying AAA in writing at least thirty (30) days prior to the effective date of such increase. Subscribers hereby agree that AAA shall have the right to increase the charge for the optional services provided for at any time upon AAA giving such Subscriber written notice thirty (30) days in advance of the effective date of such increase. If Subscriber is unwilling to pay such increased charge for optional services, Subscriber may terminate such optional services by notifying AAA in writing.

**4. DELAYS/FORCE MAJEURE.** AAA WILL NOT BE REQUIRED TO SUPPLY SERVICE TO SUBSCRIBER WHILE AN INTERRUPTION OF SERVICE CONTINUES, AND SHALL NOT BE LIABLE FOR LOSSES OF ANY KIND SUFFERED DURING SUCH PERIOD OF INTERRUPTION WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING WITHOUT LIMITATION, THE INTERRUPTION OR BREAKDOWN OF THE SYSTEM, EQUIPMENT, TELEPHONE INTERNET OR WIRELESS SERVICES, SEVERE WEATHER, OR CAUSE BEYOND THE REASONABLE CONTROL OF AAA WHETHER ON THE SUBSCRIBER'S PREMISES, AT THE MONITORING CENTRE OR BETWEEN (A) THE SUBSCRIBER'S PREMISES AND THE MONITORING CENTRE OR (B) THE MONITORING CENTRE AND THE FACILITIES OF ANY TELEPHONE, INTERNET OR WIRELESS COMPANY OR GOVERNMENTAL AUTHORITY.

### 5. MONITORING.

- A.** Upon execution of this agreement, Subscriber shall complete AAA's Keyholder Schedule which will set out a list of the names and individual phone numbers of all persons who shall have the right to enter the Premises between the regularly scheduled times for closing and opening the Premises (together with passwords to authenticate their identity) and who may be called upon for a key to enter the Premises of Subscriber during such periods (the "Keyholders"). This Keyholder Schedule may only be changed upon written notification by Subscriber to AAA, duly acknowledged by AAA. Subscriber agrees to respond or to have his/her Keyholder respond, with keys, to the Premises, if his/her attendance is requested by AAA. Subscriber will contact the AAA monitoring centre ("Monitoring Centre") at the number on the reverse for the purpose of testing the operation of the System on a periodic basis.
- B.** Provided Subscriber is not in default hereunder, then upon receipt of an alarm from the System at the Monitoring Centre, AAA will endeavor to contact the Subscriber by either calling the telephone number provided by Subscriber or by other communication means if so instructed by the Subscriber unless alarm is the result of an area power outage in which event AAA will not contact Subscriber. AAA attempts to contact the Premises but is unable to do so, or if AAA is not satisfied with the nature of the response received upon such contact, the sole responsibility of AAA will be to make reasonable efforts to provide notification of the alarm promptly to one of the police, fire, other authority or private alarm response company (as appropriate) by telephone or other communication means, and to endeavour to notify promptly, or as soon as practicable, an authorized Keyholder by telephone. The appropriate party to notify shall be as determined by AAA, acting reasonably, and shall be hereafter referred to as the "Authority". It is understood that if the Authority refuses to respond to the alarm, or if AAA has reason to believe that the Authority will refuse to respond to the alarm, AAA's sole responsibility is to endeavour to notify promptly, or as soon as practicable, a keyholder by telephone.
- C.** If holdup, panic button or carbon monoxide alarm service is furnished under this Agreement, the sole responsibility of AAA on receipt of such signal from Subscriber's Premises will be to transmit the alarm promptly to the headquarters of the Authority.

### 6. GUARD RESPONSE SERVICES

This section 6 is only applicable in the event of the provision of Guard Response Service to the Subscriber during the Initial Term or a Renewal Term:

- A. Benefits Extended.** Upon receipt of an alarm signal during the Initial Term or any Renewal Term of the Plan, AAA's monitoring Centre will dispatch a contracted Security Guard as the first responder to the Premises to determine the probable cause of the alarm. Guard Response will be limited to an exterior check unless Subscriber has had AAA install a lockbox on the Premises to enable an interior check.

For a perimeter check, the Security Guard shall perform a visual check of the exterior of the Premises and a physical check of accessible exterior doors and windows for any visible sign of entry or damage to determine the probable cause of the alarm.

For an interior check, the following shall occur:

- i) The Security Guard shall first perform a perimeter check.

ii) If no visible signs of entry or damage are found during the perimeter check, and the Security Guard has no reason to believe that the Premises have been entered by an unauthorized person or are otherwise unsafe, the Security Guard shall access the lock box located at the Premises and conduct an interior check of the Premises to determine the probable cause of the alarm.

An interior check shall consist of a visual inspection of the accessible rooms, hallways or corridors for visible sign of entry or damage to determine the probable cause of the alarm.

If the Security Guard is able to determine the probable cause of the alarm, the Security Guard shall notify AAA and cease performing the interior inspection. If the Security Guard is unable to determine the probable cause of the alarm, the Security Guard shall notify AAA, vacate the Premises, lock the Premises using the key obtained from the lockbox, and return the key to the lockbox.

In either case, the Security Guard shall leave a written Report at the Premises of the actions taken. If, either prior to, as a result of, or in the course of performing the above acts, the Security Guard has reason to suspect that an unauthorized person is or was in the Premises, or that the Premises are unsafe, the Security Guard shall notify the proper authorities and AAA of the situation and AAA shall have no further liability hereunder. Subscriber is responsible for any fine or other charge that may be levied by the notified authorities.

**B. Benefits Excluded.** AAA shall not be required to provide Guard Response Service pursuant to this Plan where:

Subscriber has failed to maintain or repair the System in accordance with AAA's direction to Subscriber.

Subscriber has failed to provide AAA obstacle-free access to the System or has removed the System from the Premises for any reason; or

Any payments required to be made by the Subscriber under any agreement with AAA are in arrears.

If AAA provides Guard Response Service in circumstance (i), (ii) or (iii) above, AAA shall be entitled to charge Customer at such rate as AAA may charge to its customers for such service from time to time. In addition, if the Security Guard remains at the Premises for any period of time beyond that which is necessary to perform an exterior and/or interior check for example, remaining on site awaiting police arrival, or to secure the Premises from damage, then AAA shall be entitled to charge the Subscriber for every hour or partial hour that its contracted Security Guard remains on site at such rate as AAA may charge to its customers for such service from time to time.

**C.** AAA's obligations under this section 6 cease once the Authority and/or the Keyholder (as applicable) have been notified by telephone or other communication means, or where AAA has made reasonable attempts at such notification but due to circumstances beyond AAA's reasonable control, notification was not made.

### 7. SUBSCRIBER'S RESPONSIBILITIES

**A. Payment.** During the Initial Term and any Renewal Term all charges are payable in advance. Subscriber agrees to pay, in addition to the charges expressly set forth herein, any taxes, fees or charges that are imposed by any governmental body, relating to the System or the Service and to pay any increase in charges that are applicable pursuant to section 3. Any failure to pay when due the payments or other charges provided by this Agreement shall give AAA the right, in addition to and without waiving any other remedies, to avail itself of any legal remedy, including but not limited to (a) the right to charge interest at 1 1/2 % per month compounded monthly (19.56% per annum) on the delinquent amount; and accelerate one hundred percent (100%) of the entire amount thereafter payable under this Agreement until the end of the Initial Term or Renewal Term, as applicable; and (b) the right to, within five (5) business days of notification, stop providing the Service until the payments are made current.

**B. Alarms.** Subscriber shall at all times carefully and properly set the System each and every night or at such other time or times as Subscriber shall secure and close the Premises. Subscriber, upon accidentally causing an alarm signal to be transmitted or activating the alarm, must immediately notify the Monitoring Centre and shall report to AAA any claims of inadequacy and/or failure of the System. Subscriber shall be liable for all alarms originating from the System, for whatever reason, and shall assume the cost and, if applicable, reimburse AAA for any fines or other charges imposed on Subscriber and/or AAA by any third party including any municipality, government, police or fire department, government agency, private alarm company or public utility, as well as the cost of any services that AAA is obliged to render in connection therewith. In addition, should AAA be required to attend the Premises for any reason, the Subscriber shall pay AAA a service fee at AAA's then prevailing rates.

**C. Communication Charges.** Subscriber shall pay all charges for the use of telephone lines or other transmission media necessary or appropriate for the proper operation of the Service and signaling transmission to AAA's Monitoring Centre. AAA reserves the right to review cases of excessive signals (greater than 10 messages/KB per day) on alarms and data packets on the GSM (wireless) service and AAA may impose additional charges if deemed necessary in AAA's sole and absolute discretion.

**D. Repairs.** Subscriber shall do all things as may be reasonably necessary to ensure the adequate condition and/or functioning of the System and the Service on the Premises and acknowledges that Subscriber is responsible for the insurance and maintenance of the System. If, in AAA's sole and absolute opinion, the System in the Premises is not being maintained in an adequate condition of repair and function, AAA may suspend or terminate this Agreement upon written notice to Subscriber. Subscriber agrees to pay AAA the cost of all repairs, changes or additions in the System, made at the request of Subscriber or made necessary by renovations or alterations in the Premises, property or equipment. If the System is added to, Subscriber shall pay AAA prevailing installation and service charges for additional equipment.

### 8. INSTALLATION.

Subscriber authorizes AAA to install the System at the Premises including transmission boxes and wiring connections necessary to transmit signals from the Premises to the AAA Security monitoring centre (the "Monitoring Centre"), and to make all necessary preparations such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and maintenance of the System. Subscriber agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring, and agrees that AAA shall not be responsible for any such matters. AAA intends, generally, to conceal wiring in the finished areas of the Premises, however, there may be areas in which due to construction, decoration, or furnishing of the Premises, AAA determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. The System shall be located and used at the Premises and not elsewhere without the prior written consent of AAA.

On the installation date specified on the reverse hereof, Subscriber will make Premises available without interruption during AAA normal working hours, 8:00 a.m. to 5:00 p.m. If AAA has confirmed an installation date with the Subscriber and upon arrival of AAA's installer(s), it is found that the Premises have not been made available for the installation, an applicable service charge may be charged to Subscriber.

Subscriber represents and warrants that he/she has, or will have, at the time of installation, appropriate and sufficient electrical outlets and telephone connections as required for the proper operation of the System.

Subscriber shall ensure that a working communications facility is available at the Premises that will allow alarm signals to be transmitted. If during installation of the System, AAA's installer discovers that a working communications facility is not available at the Premises, AAA may terminate this Agreement.

Subscriber warrants to AAA that Subscriber (1) has requested the System for his/her/its own use and not for the benefit of any third party; (2) owns the Premises in which the System is being installed, or has received the necessary permission to have the System installed from the Premises owner / landlord; (3) has reasonable fire, theft and general liability insurance; and (4) will inform himself/herself of the existence of and will comply with all laws, codes and regulations pertaining to the System that are the subject of this Agreement.

AAA and its agents are authorized, but shall not be obligated, to make such inspections and tests of the System as from time to time AAA may deem necessary. It is mutually agreed that the work of installation, service, periodic inspections and tests shall only be performed between the

hours of 8 o'clock a.m. and 5 o'clock p.m. exclusive of Saturdays, Sundays and AAA observed holidays. Twenty-four (24) hour service is available at AAA's then prevailing rates for overtime service.

**9. SAFETY.** AAA shall comply with the Subscriber's on-site safety requirements where applicable. Any protective clothing or special equipment required as a result of the Subscriber's requirements shall be provided by the Subscriber at no cost to AAA. AAA reserves the right to refuse to commence or continue any work which in its opinion would have to be done in hazardous conditions. AAA shall not be responsible in any way to the Subscriber for any refusal to work in or adjacent to hazardous conditions.

**10. TITLE.** For Purchase Subscribers, title to and property in the System shall remain in AAA until the Total Purchase Price has been paid in full. AAA shall have the right, without any liability to Subscriber, to repossess the System, with or without notice and with or without judicial proceedings, if Subscriber defaults in any required payments as set out herein. Any damage to the Premises caused by repossession of the System by AAA pursuant to this provision shall be the responsibility of the Subscriber, not AAA. Subscriber assumes all risk of loss of, or damage to, the System following its delivery.

**11. TERMINATION.** AAA may terminate this Agreement or suspend performance of its obligations hereunder at any time, without notice and without incurring any liability to Subscriber, at any time, including in the event of any of the following circumstances:

- i) Where connecting wires or equipment within the Monitoring Centre are destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue Service.
- ii) AAA is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Premises and the Monitoring Centre or between the Monitoring Centre and the Authority.
- iii) Upon Subscriber's failure to carry out or perform any of its covenants, undertakings or obligations imposed on it by this Agreement.
- iv) If the Premises in which the System is installed are so modified or altered after installation as to render continuation of Service impractical.
- v) If Subscriber defaults in payment of any monies due under this Agreement.
- vi) If Subscriber commits or threatens to commit any act of insolvency, bankruptcy or any bankruptcy offence under the Bankruptcy and Insolvency Act, or if a trustee or receiver of Subscriber or of any part of Subscriber's assets is appointed by any court or under any instrument, or if any bankruptcy proceedings are initiated by or against Subscriber.
- vii) If Subscriber moves from the Premises.
- viii) Should AAA terminate this Agreement as set forth above in (i) through (vii), all payments past due<sup>vii)</sup> and all payments which would have become due under this Agreement shall become immediately due and payable to AAA and the rights set out in section 11 herein shall survive, in addition to any other provisions which may by necessity or operation of law survive. Upon termination of this Agreement for any reason, Subscriber shall promptly notify its insurer(s). Upon termination, AAA shall have the right to enter the Premises upon reasonable notice to Subscriber to reprogram Subscriber's automatic dialing service so as to prevent the Monitoring Centre from receiving any further alarm signals. Failure to do so will result in ongoing charges for the Service which are the responsibility of Subscriber.

**12. WARRANTY/LIMITATION OF LIABILITY.**

**A. AAA DOES NOT WARRANT THE SERVICE OR SYSTEM TO BE UNINTERRUPTED OR ERROR FREE. AAA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY FROM AAA THAT THE SERVICE OR SYSTEM PROVIDED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.** Subscriber acknowledges that he/she is purchasing the System based on Subscriber's own judgment and without reliance on AAA. Subscriber confirms that without this provision, AAA would not have entered into the Agreement.

**B.** AAA warrants the parts contained in the System (except the rented equipment) and the wiring of the System against defective parts and workmanship for a period of one (1) year from the date of installation (one year on commercial applications), and warrants all labour performed under this Agreement for a period of one (1) year from the date of installation. The warranty excludes batteries, esthetic improvements to the System, adding parts to existing System, moving, relocating or disconnecting the System. AAA furnishes this warranty in lieu of all other warranties, expressed or implied, statutory or otherwise, with respect to the System and the installation, maintenance or repair of the System. Upon notification of a defect during the warranty period, AAA shall have the option to repair or replace the defective parts of the System as installed at no extra cost except in the case of careless use of the System by the Subscriber. If AAA removes any part of the System to restore the System to good working order, the parts so removed become the property of AAA. The replacement part shall become part of the System. Repairs during the warranty period include labour, parts and such servicing as may be necessary to keep the System in good working order in accordance with the manufacturer's specifications. Warranty repairs performed during the warranty period will be rendered free of charge during AAA's normal working hours only (i.e. 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding AAA observed holidays). Twenty-four (24) hour service is available at AAA's then prevailing rates for overtime service. Replacement parts shall be the manufacturer's suggested replacement component for the System or its functional equivalent and need not be newly manufactured but shall operate as if in new condition. The aforementioned repair or replacement shall be the Subscriber's sole exclusive remedy.

**C.** AAA shall have no obligation to perform warranty maintenance or repairs are required due to, resulting from, or in any way related to:

- (i) accidents, acts of God, abuse, misuse or installation, rearrangement, relocation, alteration or maintenance of the System by a party other than AAA, or the attachment, interconnection or use of the System with accessories, or services not provided or maintained by AAA, or due to any cause that is external to the System, or due to failure on the part of the Subscriber to continuously maintain adequate electrical power, air conditioning, temperature, humidity levels, or a suitable operating environment for the System, or due to any changes in specifications for the System, or due to any problems requiring software modifications, programming support or new software; or
- (ii) Failure of Subscriber to properly close or secure a door, window or other point protected by the System; or
- (iii) Failure of Subscriber to properly follow operating instructions provided by AAA at time of installation; or
- (iv) Communications failures; or
- (v) Trouble due to a power interruption.

Further, AAA shall have no obligation to perform warranty maintenance or repairs if the Subscriber is unable to provide AAA obstacle-free access to the System or has removed the System from the Premises for any reason, if any System labels of the manufacturer, any authority having jurisdiction, or of AAA have been removed, altered, defaced, tampered with or are missing, or if any payments required to be made by the Subscriber to AAA are in arrears.

- D. Should Subscriber request, and AAA agree, to perform maintenance or repairs in any of the circumstances described in 12C, Subscriber agrees to pay AAA's prevailing charges for labour and parts as well as any other charges necessary to bring the System up to acceptable standards in order that maintenance hereunder may continue. AAA shall be the sole judge as to what corrective or other repairs are required in such circumstances. AAA shall not be obliged to provide a temporary replacement System during the performance of any maintenance or repairs.

It is understood that after the warranty period, AAA will charge its applicable current hourly rate to any and all service calls together with all parts which have been replaced. All maintenance work on the System shall be performed during AAA's normal working hours of 8:00

a.m. to 5:00 p.m. Monday through Friday (excluding AAA observed holidays). This warranty is not transferable

**E.** It is understood that AAA is not an insurer and that insurance, if any, shall be the responsibility of the Subscriber. The fees charged by AAA to Subscriber reflect the allocation of risk herein and the limited recourse to AAA provided for in this Agreement. AAA does not guarantee or warrant the System or its operation other than as set out in this Section 12 of this Agreement and assumes no liability for delays in installation or warranty repairs required for the System. The repair and/or replacement provided for in this Section 12 represent AAA's entire liability and the Subscriber's exclusive remedy. **AAA SHALL NOT BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH OR UNDER SUBSCRIBER FOR ANY LOSSES, DEMANDS, CLAIMS OR DAMAGES WHATSOEVER, NO MATTER WHERESOEVER OR HOWEVER CAUSED; NOR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, PUNITIVE OR OTHER DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF INCOME, LOSS OF PROFIT, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS); ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES, THE USE OR INTENDED USE OF THE SERVICES, OR THESE TERMS AND CONDITIONS. THE FOREGOING SHALL APPLY EVEN IF AAA HAD BEEN ADVISED, HAD KNOWLEDGE OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH LOSS, DEMAND, CLAIM OR DAMAGE, AND REGARDLESS OF WHETHER THE CAUSE OF ACTION AROSE FROM BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE), NEGLIGENCE OR ANY OTHER THEORY OF LAW OR EQUITY.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOREGOING LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO LOSSES, DEMANDS, CLAIMS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM: OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT; DEFECTS OR DEFICIENCIES IN THE SERVICE OR SYSTEM; SUBSCRIBER'S PURCHASE, USE OR INTENDED USE OF THE SYSTEM OR SERVICE, WHETHER FORESEEABLE OR UNFORESEEABLE; ANY DELAY IN RESPONSE OR NON-RESPONSE OF ANY AUTHORITY OR PERSONS (INCLUDING THOSE SET FORTH IN THE KEYHOLDER SCHEDULE) NOTIFIED BY AAA; ANY FAILURE OF AAA TO NOTIFY ANY KEYHOLDER OR AUTHORITY WHERE IT IS UNABLE TO DO SO BY REASON OR CAUSES BEYOND THE CONTROL OF AAA; AAA ADHERING TO THE INSTRUCTIONS PROVIDED BY THE SUBSCRIBER; AND INACCURATE OR OUTDATED SUBSCRIBER INFORMATION.**

**IF, NOTWITHSTANDING THE FOREGOING, AAA SHALL BE FOUND LIABLE, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE COST OF THE SERVICE OVER THE LAST 12 MONTH PERIOD, WHICH SHALL BE THE AGREED UPON DAMAGES AND SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY, AND SUBSCRIBER SHALL INDEMNIFY AND SAVE AAA HARMLESS AGAINST ANY CLAIMS IN EXCESS OF THIS AMOUNT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST AAA MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED AAA COMPANIES.**

**F.** Subscriber releases AAA, its third party supplier, Alarmnet Inc. ("Alarmnet"), and Alarmnet's third party network service providers (the "NSPs") and commercial service providers from any liability arising under this Agreement. Subscriber acknowledges that Alarmnet is not a party to this Agreement and has no obligations under this Agreement and Subscriber is a trustee of Alarmnet (and its successors and assigns) for the limited purpose of holding in trust for Alarmnet (and its successors and assigns) the covenants and releases expressed in favour of Alarmnet in this Agreement. Subscriber acknowledges that it has no contractual relationship with the NSPs, and the Subscriber is not a third party beneficiary of any agreement between Alarmnet and the NSPs. Subscriber understands and agrees that the NSPs shall have no legal, equitable, or other liability of any kind to Subscriber. Subscriber shall indemnify Alarmnet and the NSPs for third party claims relating to the service, not caused by Alarmnet or the NSP, as applicable. Subscriber has no property right in any number assigned to it by AAA or Alarmnet, if any, and understands that such number may be changed from time to time. Subscriber understands that AAA, Alarmnet and the NSPs cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the Services. Subscriber may not resell the Services to any other party.

**13. WAIVER.** No covenant or condition of this Agreement can be waived except in writing, and forbearance or indulgence in any regard shall not constitute a waiver for any purpose. No covenant or condition shall be deemed to be waived nor shall any breach thereof be deemed excused by a party, unless such is in writing and signed by an authorized officer of that party.

**14. ENTIRE AGREEMENT.** The entire contract between the parties is contained in this Master Agreement (the "Agreement"). This Agreement is not binding unless signed by an authorized official of AAA. If the Agreement is not accepted, the only liability of AAA shall be to return to Subscriber the amount paid to AAA upon signing this Agreement. This Agreement cancels, replaces and supersedes as of the acceptance date all existing agreements, proposals and understandings, written or oral, between the parties relating to the System or Service forming the subject of this Agreement. Any document(s) attached hereto shall form part of this Agreement. The parties agree that any Purchase Orders, Quotations or acceptances thereof issued or given, are for administrative purposes only, and that any terms or conditions stated therein which conflict or are inconsistent with the terms of this Agreement shall in all cases be superseded by these terms and conditions.

**15. ASSIGNMENT.** This Agreement shall apply to, enure to the benefit of, and bind the heirs, executors, administrators, successors and permitted assigns of the parties. This Agreement shall not be assigned by Subscriber except upon written consent of AAA first being obtained. AAA shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Subscriber.

**16. PRIVACY** Subscriber acknowledges that AAA is a subsidiary of Manitoba Telecom Services Inc. ("MTS") and that AAA collects, uses and discloses personal information for the identified purposes set forth in MTS's privacy code (the "MTS Privacy Code"). These purposes are: (a) to establish and maintain responsible commercial relations with customers and to provide ongoing service; (b) to understand customer needs; (c) to develop, enhance, market or provide products and services; (d) to manage and develop its business and operations, including personnel and employment matters; and (e) to meet legal and regulatory requirements. Subscriber acknowledges and agrees that in order to receive Service, certain technical information generated by the System or personal information may be transmitted through a third party resident in other jurisdictions before reaching AAA. If Subscriber has subscribed for the Guard Service, Subscriber acknowledges and agrees that AAA may disclose Subscriber information to AAA's contracted guard to perform the Guard Service hereunder. Subscriber hereby consents to AAA collecting, using and disclosing the Subscriber's personal information in accordance with this Agreement and the MTS Privacy Code. The entire MTS Privacy Code may be viewed on the MTS website at [www.mts.ca](http://www.mts.ca) or a copy will be provided upon request.

**17. SEVERABILITY.** If any covenant, term, condition, clause or provision of this Agreement is adjudged to be invalid, such invalid covenant, term, condition, clause or provision shall not affect the validity of any other covenant, term, condition, clause or provision.

**18. NOTICES.** Any request, notice, consent or authorization to be given shall be in writing and sent to the party to receive same, and, if delivered personally, by facsimile, or by e-mail, shall be deemed to have been given the same day, or if sent by mail, shall be deemed to have been given three (3) business days after the date of mailing.

19. **GOVERNING LAW.** This Agreement shall be interpreted and governed by the laws of the Province of Manitoba and the laws of Canada applicable therein.

20. **HEADINGS.** Headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

21. **MEDIA RELEASES.** Notwithstanding any other provisions of the Agreement, AAA or its parent company or affiliates may, at their sole discretion and without seeking the prior consent of Subscriber, make public by way of the issuance of a media release, all or a portion of the following information with respect to this Agreement: (i) name of Subscriber; (ii) type of services or equipment sold to Subscriber; (iii) the total value of the services and equipment sold to Subscriber; and (iv) the term of the Agreement and/or any schedules issued thereunder.