

AGREEMENT

The Village Of Romeoville (hereinafter known as the "Municipality") and / Tyco Integrated Security LLC (hereinafter known as "Tyco"), agree as follows:

1. The Municipality hereby grants to Tyco, the exclusive right to install, maintain, replace, upgrade and operate, at Tyco's cost, for a period of Five (5) years beginning on December 31, 2017, an alarm monitoring and receiving system (the "System") in the Municipality's communications center (the "Communications Center"). The Municipality and Tyco do hereby agree and acknowledge that the privileges, rights, duties and obligations granted to Tyco under this Agreement shall be held personally in trust by Tyco and shall not be transferred without the prior consent of the Municipality.

2. The Municipality and Tyco acknowledge that there is now installed in the Communications Center equipment owned by Tyco required to operate the System and provide monitoring services to (the "Equipment") businesses operating in the Municipalities service area, who are now monitored at the Communication Center (hereinafter called "a Customer" or "Customers"). Tyco shall monitor existing Customers and any new Customers who in the future desire to be monitored at the Communications Center, provided that such existing and new Customers meet reasonable application criteria and enter into a direct agreement with Tyco. Tyco will provide sufficient additional Equipment to monitor all existing Customers and as the need arises, any future Customers. Tyco upon reasonable request of Municipality shall, relocate the Equipment, and shall do so in a manner and at a time intended to minimize any disruption or disturbance of the operations of the Communications Center.

3. Tyco will maintain the Equipment with all attendant cable and labor, and further maintain it on a 24-hour basis, all at no expense to Municipality. If the Equipment shall cease to be operable, Tyco shall immediately, after notification by the Municipality, endeavor to make any repairs necessary for the Equipment to be fully operable. Tyco shall replace the Equipment as necessary.

4. The Municipality understands that Tyco will charge other alarm companies an initial connection fee of \$150.00 for each of their customers for whom monitoring is provided hereunder. The monthly monitoring fee charged Customers by Tyco per position for radio transmitted signals shall be \$23.00. These fees are exclusive of any fees of the Municipality, including the fee set forth in Paragraph Five (5), which may be passed to the Customers by Tyco. Tyco shall not charge the Municipality a connection fee or a monitoring fee for any monitoring services, which Tyco provides, to the Municipality through the System, except as referenced in Paragraph 2. Tyco agrees to freeze the end user fee of \$99.00 per month for the term of the agreement.

5. In addition to any other fees, Tyco shall collect from each customer a \$34.00 per month service charge for each site that is provided monitoring services through the System. Tyco shall account for and remit to the Municipality all funds collected as a result of the imposition of the \$34.00 service charge within sixty (60) days after the end of each calendar quarter.

6. Tyco's exclusive right to provide monitoring hereunder shall extend to all burglar, hold-up alarms, and fire alarms monitored by the Communications Center and other types of alarm monitoring requested by the Municipality, for a period of Five (5) years from the date specified in Section 1 of this Agreement.

7. Tyco agrees to (upgrade / replace with new) the wireless Radio Head End Equipment and retransmit the alarm signals to Laraway Communications Center at no cost to the Village.

8. The Municipality agrees to supply the means of communications from the Municipality to the Laraway Communications Center.

9. Tyco will continue to provide positions on the System for use of the Municipality, in a sufficient number to allow the supervision of existing Municipality, connections and shall provide a reasonable number of additional positions to the Municipality, as the need arises. Tyco shall provide on a Time-and-Material basis, service and maintenance on alarm systems in buildings and other facilities and structures owned or occupied by the Municipality at the request of the Municipality. Tyco will charge the Municipality \$0.00 for the installation of wireless radio and \$0.00 for monitoring and maintenance of Municipal owned buildings.

10. The Municipality acknowledges that the Equipment is owned by Tyco, and in the event this Agreement expires or is terminated for any reason, Tyco shall have the right to remove the Equipment upon a one hundred twenty (120) day written notice to the Municipality. In the event this Agreement expires or is terminated for any reason, Tyco shall remove the Equipment within thirty (30) days after receiving a notice from the Municipality to remove the Equipment. In the event Tyco fails to remove the Equipment within this Thirty (30) day period, the Municipality shall have the right to remove and store the Equipment at Tyco's risk, cost and expense.

11. Prior to one hundred eighty (180) days before the end of this Agreement, either party may cancel this Agreement by giving the other party notice of cancellation by certified mail, return receipt requested. In the event that neither party gives the other party such notice of cancellation or renewal, then this Agreement shall be extended for successive one-year periods, provided that either party may terminate this Agreement at the end of any such one-year extension period by giving the other party notice of cancellation not less than ninety (90) days before the expiration of the one-year period. If at any point this Agreement is terminated or expires, every reasonable effort will be made by Tyco so that there is no interruption of service to the Customers connected to the System at the time of termination of expiration.

12. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties.

13. Municipality represents and warrants to Tyco that this Agreement was properly authorized and is binding on the Municipality.

14. It is understood and agreed that the Municipality shall endeavor to monitor the System, provided however, that the Municipality shall incur no liability of any kind to Tyco

in the event it fails to monitor the System. Tyco agrees that it shall use its best efforts to include in all Customer contracts for services provided through the System a provision that will exculpate the Municipality from liability and/or expressly limit the Municipality's liability to a Customer in the event the System fails to operate as intended or in the event the Municipality fails to monitor the System or fails to promptly respond to an alarm transmitted through the System.

15. To the fullest extent permitted by law, Tyco agrees to defend, indemnify and hold the Municipality, and its directors, officers, employees and agents harmless from and against any and all claims, demands, losses, penalties, fines, fees, charges, assessments, liabilities, damages, judgments, orders, decrees, actions, administrative or other proceedings, fines, prosecutions, costs and expenses (including court costs, reasonable attorneys' fees, and expert witness fees) (collectively, "Claims"), to the extent directly or indirectly resulting from, or to the extent alleged to have resulted from: (i) any violation or breach of this Agreement by Tyco, or (ii) Tyco's negligence or willful misconduct; provided, however, that Tyco's duty to defend, indemnify and hold harmless does not apply to Customer Claims for equipment failure or in the event the Municipality fails to monitor the System or fails to promptly respond to an alarm transmitted through the System.

16. The Municipality represents and warrants that it has full legal authority to charge and collect the fee described in paragraph Six (6) of this Agreement. To the fullest extent permitted by law, Municipality agrees to defend, indemnify and hold Tyco, and its directors, officers, employees and agents harmless from and against any and all claims, demands, losses, penalties, fines, fees, charges, assessments, liabilities, damages, judgments, orders, decrees, actions, administrative or other proceedings, fines, prosecutions, costs and expenses (including court costs, reasonable attorneys' fees, and expert witness fees) (collectively, "Claims"), to the extent directly or indirectly resulting from, or to the extent alleged to have resulted from: (1) any violation or breach of this Agreement by the Municipality, or (ii) any violation or breach of the representation and warranty provided herein.

17. Tyco hereby assumes and shall bear the entire risk of loss and damage to any Equipment whether or not insured against, once such equipment is placed or installed in the Communication Center, without any recourse against the Municipality, its officers, employees and agents whatsoever. It is understood and agreed that the Municipality shall have no obligation to insure any part of the System or other property owned by Tyco located on premises owned or controlled by the Municipality against loss or damage.

18. Tyco shall maintain, at its own expense, throughout the term of this Agreement, and any renewal hereof, general comprehensive liability insurance.

\$5,000,000 general aggregate
\$2,000,000 product aggregate

Tyco shall provide proof of such insurance at any time during this Agreement, when requested by the Municipality.

19. In the event of any action at law or suit in equity in relation to this Agreement, the prevailing party shall be entitled to a reasonable sum for its attorney's fees.

20. This Agreement does not confer any duties or benefits and any rights on any entities other than TYCO and the Municipality.

21. This Agreement incorporates the entire agreement and understanding between the parties and there are no oral agreements, understandings, or representations between the parties which are not reduced to writing herein, including attachments. This Agreement may not be changed, modified or discharged, except in writing executed by all parties hereto.

22. We have no responsibility or liability for interruptions of service, or any resulting consequences, whether due to strike, riot, flood, fire, act of God, or any other cause beyond our control. During any such service interruption we have no obligation to supply you substitute services.

This Agreement supersedes all existing agreements between Tyco Integrated Security and the members of Village Of Romeoville and shall become effective as of the (_____), provided that the term of the Agreement shall not start until the date specified in Section 1.

Village Of Romeoville

By: _____

Title: _____

TYCO Integrated Security, LLC.

By: _____

Title: _____