



GOTOMYCONTROLS.COM, INC.

7490 West Oakland Park Blvd., Suite 306, Lauderdale, FL 33319

Office: (954) 399-1511 Fax: 1(866) 698-1415

State of Florida License No.: EY-12000268

Alarm Monitoring Agreement

This Agreement dated 10/2/15 by and between GOTOMYCONTROLS.COM, INC. (hereinafter referred to as "GTMC" or "COMPANY") and Century Parc 2 hereinafter referred to as "Subscriber" or "Customer"). Premises where communication

equipment and fire alarm system is installed: Building 36 - 8858 Flamingo Street, Miami, Florida 33174

WHEREAS, Subscriber owns a fire alarm system and desires remote monitoring services and maintenance, the parties agree as follows:

1. DESCRIPTION OF SERVICE AND EQUIPMENT: Initial service provided for Remote Station Monitoring (hereinafter referred to as "Monitoring Agreement"). The service will be provided using existing AES radio, UL approved for fire alarm system monitoring as per NFPA 72 Section 26.6. The Subscriber agrees to pay the amount of \$70.00 a month plus tax for the Monitoring Agreement, communication charges, and transmission of the fire alarm system signals on the wireless mesh network. Additionally the Subscriber agrees to pay the amount of \$25.00 a month plus tax for the initial repairs required to be performed at activation. A one (1) time activation fee of \$75 is payable for programming of the existing radio.

1.1 ANNUAL INSPECTION: Company will make one (1) schedule annual inspection of the fire alarm system every calendar year for the cost of \$360 annually or \$30 per month payable with the monitoring fees. The following services will be performed during the annual inspection as long as the specified equipment is on the certificate of completion:

- a) Inspect and Test all outlying initiating and indicating devices;
- b) Battery Test on Alarm Condition;
- c) Annual certification for test and inspection of Main Fire Alarm equipment;
- d) Report of any deficiencies found during testing;
- e) Any repairs to be done shall be provided after quote approval by owner;
- f) Definition of parts; All components and devices that are part of the Fire Alarm System Example: smoke detectors, heat detectors, manual pull stations, speakers, strobes, phone jacks, alarm modules, monitor modules, inside components, etc. With the exception of all devices interfaced to Fire Alarm system like sprinkler valves and security that are not included as part of this contract.
- g) Planned preventive maintenance;
- h) Written reports, detailing the findings of inspections;
- i) Communication hardware equipment

1.2 PARTS: Parts are not included in this Agreement.

2. TERMS OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of three (3) years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. GTMC shall be permitted, from time to time to increase the monitoring monthly Fee up to five (5) % annually and Subscriber agrees to pay such increase as invoiced.

3. DISCLAIMER OF ALL OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT CLIENT IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF.

4. CENTRAL STATION MONITORING: Upon receipt of a signal from the communication hardware, GTMC or its designated communication center shall make every reasonable effort to notify Subscriber and the appropriate fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of GTMC or GTMC's designated communication center and GTMC does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of GTMC and are not maintained by GTMC and, therefore, GTMC shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising there from. Subscriber agrees to furnish GTMC with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to GTMC in writing. Subscriber authorizes GTMC to access the control panel to modify data and programming. GTMC may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is non operational or subscriber's alarm system is sending excessive false alarms.

5. RUNNER SERVICE CALLS, RESPONSE TIMES, BUSINESS HOURS and LABOR RATES: GTMC will provide the required RUNNER SERVICE CALLS in accordance to our RESPONSE TIMES and LABOR RATES described below:

a) **RUNNER SERVICE CALLS and RESPONSE TIMES:** The regularly scheduled service calls will be establish for the mutual convenience of GTMC and its Subscriber. Service calls could be received 24 hours each day, 7 days per week, including holidays. Call back to service calls received on the RUNNER SERVICE LINE (954-399-1511 ext. 9) shall be within two (2) hours of receipt of call. For alarm conditions response at site shall be done for non-restoral alarm conditions within two hours of receipt of call. For trouble conditions response at site shall be done for non-restoral trouble conditions within four hours of receipt of call.

b) **BUSINESS HOURS:** GTMC Regular Business Hours are defined as Monday through Friday from 8:00 AM to 5:00 PM. with the exception of Legal Holidays.

c) **EMERGENCY OR RUNNER SERVICE CALLS DURING OR AFTER REGULAR BUSINESS HOURS:** Shall be charged at a rate of \$80.00 per hour during business hours and \$125 per hour after business hours.

6. NOTIFICATION OF CHANGES: Subscriber agrees to send notice in writing by fax, certified or registered mail for any changes made to the Emergency Call out List.

7. COMPANY IS NOT AN INSURER; LIMITATION OF LIABILITY; CUSTOMER AGREES AND UNDERSTANDS THAT COMPANY IS NOT AN INSURER, THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, INCLUDING DEATH, AND ALL REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY CUSTOMER; THAT COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT THE SYSTEM WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM COMPANY'S NEGLIGENCE, A FAILURE OF COMPANY TO PERFORM ANY OF COMPANY'S OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY BREACH OR FAILURE BY COMPANY TO PERFORM UNDER ANY SERVICE CALL OR AGREEMENT, FAILURE TO REASONABLY RESPOND TO SERVICE REQUEST, FAILURE OF THE SYSTEM, COMMUNICATION NETWORKS, MONITORING SERVICE, OR EQUIPMENT TO PROPERLY OPERATE WITH A RESULTING LOSS TO CUSTOMER BECAUSE OF, AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF CUSTOMER'S PROPERTY OR THE PERPERITY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE

AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, OR OTHERS, SHOULD THE POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, OR OTHERS, BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY THE SYSTEM TO OPERATE; (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO CUSTOMER OR ANY OTHER PERSON WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT OR, (E) THE NATURE OF THE SERVICE TO BE PERFORMED BY COMPANY. CONSEQUENTLY, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO THE ACTIVE OR POSSIBLE SOLE, JOINT OR SEVERAL NEGLIGENCE OF THE COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE SYSTEM, OR TO BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO MONITORING FACILITIES, IN EXCESS OF THE MAXIMUM SUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00) AND THIS LIABILITY SHALL BE EXCLUSIVE.

8. INSTALLATION AND SERVICE OF THE COMMUNICATION HARDWARE. Company agrees to program of cause to be programmed the communication hardware at the Premises in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation, subject to the following conditions: (a) Customer authorizes and empowers the Company to enter upon the Premises for such purpose and agrees to make the Premises available for such purpose during normal working hours (8:00am - 5:00pm, Monday through Friday, excluding legal holidays); (b) Customer will provide required electrical power outlets at the location or locations designated by Company for equipment requiring such power; (c) Customer will provide any communication network to which the system may be connected, including any Internet, intranet, cable, transmission, or telephone lines and service; (d) Customer understands that installation will require drilling work, and that certain wiring may be required to be exposed, although Company will attempt to conceal wiring in the furnished areas of the Premises whenever possible, and mats, switches, or wiring; and (e) The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

9. DELAY IN INSTALLATION: GTMC shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including GTMC's negligence in the performance of this contract.

10. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication hardware which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by GTMC without additional charge, within the TERMS OF AGREEMENT (section 2).

11. TESTING AND SERVICE OF COMMUNICATION HARDWARE: Communication hardware, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the system and to notify GTMC if it is in need of repair. GTMC shall not be required to service the communication hardware unless it has received notice from Subscriber, and upon such notice, GTMC shall service the communication hardware to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Any repair or other services provided by GTMC to Subscriber's fire alarm or security equipment shall be at GTMC's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and GTMC fails to repair the communication hardware, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication hardware remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication hardware is in issue, the Subscriber shall be precluded from raising the issue that the communication hardware was not operating unless Subscriber can produce a post office certified or registered receipt, signed by GTMC, evidencing that service was requested by Subscriber. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

12. SYSTEM TEST: When a system is in test, the Central Station will NOT dispatch the Fire Department. The Fire Alarm System may be placed on test for up to eight (8) hours; central station is required to notify the Fire Department if a greater period of time is required. The Fire Department may require the property during this period of test to go on Fire Watch. The building owner becomes liable for any fires during the test period and must contact the Fire Department directly.

PLACING SYSTEM ON TEST:

1. Information required - account number, period time for test and name of caller.
2. Contact Central Station at 305-238-0800

13. CENTRAL STATION CALLOUT PROCEDURE: In the event a signal is received from the fire alarm system, Central Station will respond in the following order:

- a) Central station will call the fire department first with a fire code;
- b) Company will be notified of signal condition and provide the Runner Service; by responding to a non-restorable fire code and/or supervisory signal within two (2) hours and non-restorable trouble code within four (4) hours, if necessary;
- c) Central Station will attempt to contact premises or personnel on Call out list.

14. THIRD PARTY INDEMNIFICATION. When Subscriber in the ordinary course has the property of others in Subscriber's custody or other persons are on the Premises, or the System extends to protect other persons or property of others, Subscriber agrees to and shall indemnify, defend, and hold harmless Company and its employees and agents, from and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause, including Company's performance or failure to perform any of the obligations herein, Company's negligence, or a failure of the System, whether these claims are based upon negligence, express or implied warranty, employees or agents.

15. SUBROGATION. Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in, about or to the Premises whether said claims are made by Customer, Customer's agents, or insurance company or other parties claiming under, or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Customer shall notify Customer's insurance carrier of the terms of this provision.

16. ASSIGNMENTS: Subscriber shall not be permitted to assign this agreement without written consent of GTMC. GTMC shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

17. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse GTMC for any fines relating to permits or false alarms. GTMC shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should GTMC be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay GTMC for such service or material.

18. COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that GTMC is authorized and permitted to subcontract any services to be provided by GTMC to third parties who may be independent of GTMC, and that GTMC shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints GTMC to act as Subscriber's agent with respect to such third parties, except that GTMC shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to GTMC's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of GTMC.

19. CHARGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES.

Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshall, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

20. INTEREST. Any Amounts due Company and past due for thirty (30) days will be subject to a one and one-half percent (1.5%) interest charge for each month on the unpaid balance, this being equivalent to 18% per year, or will be subject to the maximum annualized interest rate allowed by applicable law, whichever is the lesser amount.

21. INVALID PROVISIONS. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. DEFAULT AND LEGAL ACTION: The parties agree that due to the nature of the services to be provided by GTMC, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3 form an integral part of its anticipated profit; that in the event of Subscriber's default it would be difficult if not impossible to fix GTMC's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to GTMC, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and GTMC shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, GTMC may at its option either remove its hardware or deem same sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein. Should GTMC refer this contract to an attorney, Subscriber shall pay GTMC's legal fees. The parties waive trial by jury in any action between them. In any action commenced by GTMC against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Florida and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Florida and in the County where GTMC's principal place of business is located. Any action by subscriber against GTMC must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against GTMC must be based on the provisions of this agreement. Any other action that subscriber may have or bring against GTMC in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Any service of process or papers in any action, proceeding or arbitration may be served by first class mail delivered by the U.S. Post Office or overnight carrier to addresses in this agreement.

23. COMPLIANCE WITH LAWS. Customer agrees to use the System strictly in compliance with all applicable laws and regulations. Company assumes no responsibility for any unlawful activity on Customer's part. Should Customer's unlawful activity subject Company to any civil or criminal liability for any reason, Customer agrees to indemnify, defend and hold harmless Company from any such potential or actual liability, including payment of all attorneys fees and court costs related to such matters.

24. ENTIRE AGREEMENT. This agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements or the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

SEE ADDITIONAL PAGES FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ AND INITIAL ALL PAGES BEFORE YOU SIGN THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

Effective Date: 09/25/15

Account #: 1201-5042

ERICK ALONSO
Subscriber Name (Print Full Name)

Century Park Bldg. 36
Premise Name

Premise Address City Zip Code

Billing Address City Zip Code

[Signature]
Subscriber Signature

09/25/15
Date

The undersigned personally guarantees subscriber's performance of this agreement

Emergency Call out List:

	Name	Phone	Title	Phone Number
1-	_____			
2-	ATTACHED			
3-	_____			
4-	_____			

Company Authorized Signature and Acceptance:

GoToMyControls.com Inc
7490 W. Oakland Park Blvd., Suite 306
Lauderhill, FL 33319

Signature: [Signature]
Richard Reid - President

Date: 9/29/15

Initials: RG/rlr



ALARM MONITORING AGREEMENT

ACCOUNT #

1201-5042

DEALER NUMBER

711

PASSCODE or PASSWORD

[Empty box]

TO TEST ALARM: SUBSCRIBER MUST CALL CENTRAL STATION WITH ACCOUNT NUMBER AND PASSWORD / PASSCODE

SUBSCRIBER

NAME CENTURY PARK 2 CONDOMINIUM PHONE (305) 220-1715

ADDRESS 8858 W. FLAHER ST. BLDG #36 CITY MIAMI STATE FL ZIP 33174

EMERGENCY CONTACTS	AUTHORITIES
1. <u>GONZALO LAGE</u> (305) <u>763-6106</u>	POLICE _____
2. <u>ERIC ALONSO</u> (786) <u>302-6115</u>	FIRE _____
3. <u>MARIA ORDONEZ</u> (786) <u>318-7905</u>	MEDICAL _____
LIST IN ORDER TO BE CONTACTED	

Note: State Law requires a contact phone number prior to police being dispatched, other than the premise phone number:

Phone: _____

SPECIAL INSTRUCTIONS OPEN / CLOSE OR MEDICAL INFORMATION	U.L. GRADE <input type="checkbox"/> Y <input type="checkbox"/> N
_____	U.L. CERT. # _____
_____	BUSINESS <input type="checkbox"/> <input type="checkbox"/>
_____	RESIDENCE <input type="checkbox"/> <input type="checkbox"/>
_____	RADIO <input type="checkbox"/> <input type="checkbox"/>
_____	DERIVED CHANNEL <input type="checkbox"/> <input type="checkbox"/>
_____	ADDENDUM <input type="checkbox"/> <input type="checkbox"/>
_____	DST OBS <input type="checkbox"/> <input type="checkbox"/>
_____	TIME ZONE _____
_____	FIRE SYSTEMS REQUIRE NO. OF FLOORS _____

INSTALLER

GOTOMYCONTROLS.COM INC
INSTALLER'S NAME / COMPANY

954-399-1511
PHONE

954-732-2893
EMERGENCY PHONE

This alarm has been tested and communicated satisfactorily to the central monitoring station.

[Signature]
INSTALLER'S SIGNATURE

10/2/15
DATE

SIGNAL	ALARM TYPE	LOCATION	SIGNAL	ALARM TYPE	LOCATION
1	ALARM FIRE	PANEL			
2	TROUBLE	1			
3	SUPERVISORY	2			

CONTROL PANEL 9200 COMMUNICATOR AES FIRE

ALARM IS CONNECTED TO SUBSCRIBER'S PHONE NUMBER. SUBSCRIBER SHOULD BE CAREFUL TO ASCERTAIN AND VERIFY THAT ALL INFORMATION IS CORRECT AND KEPT CURRENT.

INSTALLING COMPANY AGENT

[Signature] 9/28/15
SIGNATURE OF SUBSCRIBER DATED

[Signature] 9/29/15
MONITORING COMPANY AGENT DATE