

SERVICE TERMS AND CONDITIONS

Last updated June 22, 2021

DEFINITIONS

1. **“Equipment”** means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the “Equipment List”.
2. **“Services”** means those services and obligations to be undertaken by WISE BUILDING TECHNOLOGIES in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. WISE BUILDING TECHNOLOGIES will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER’S representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. WISE BUILDING TECHNOLOGIES will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than WISE BUILDING TECHNOLOGIES or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond WISE BUILDING TECHNOLOGIES control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by WISE BUILDING TECHNOLOGIES will be identified throughout the term of this agreement and brought to the CUSTOMER’S attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition WISE BUILDING TECHNOLOGIES shall not be obligated

to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

6. All non-emergency services under this Agreement will be performed between the hours of 8:00am – 4:00pm local time Monday through Friday, excluding federal holidays and normal WISE BUILDING TECHNOLOGIES observed Holidays. If for any reason CUSTOMER requests WISE BUILDING TECHNOLOGIES to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.

7. CUSTOMER will promptly notify WISE BUILDING TECHNOLOGIES of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER'S attention.

PRICE. BILLING. AND TERM

1. CUSTOMER shall pay or cause to be paid to WISE BUILDING TECHNOLOGIES the full price for the Services as specified on Page 1 of this Agreement. WISE BUILDING TECHNOLOGIES shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within fifteen (15) days of the Invoice Date. Payments for Services past due more than ten (30) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by WISE BUILDING TECHNOLOGIES in collecting any past due amounts.

2. WISE BUILDING TECHNOLOGIES may adjust the annual price of this Agreement periodically during the term of this Agreement, and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and WISE BUILDING TECHNOLOGIES, if additional systems and equipment are added or deleted to the scope of this Agreement.

3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal (https://www.bls.gov/data/inflation_calculator.htm).

4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which WISE BUILDING TECHNOLOGIES may be required to pay or collect in connection with this Agreement.

TERMINATION

1. Either party shall have the right to cancel this Agreement upon thirty (30) days prior written notice to WISE BUILDING TECHNOLOGIES only at the end of the initial period "Period of Agreement" or any renewal period. CUSTOMER shall continue to be responsible to make payments as agreed until communication is terminated, and CUSTOMER's system(s) no longer communicates or report signals (any) to WISE BUILDING TECHNOLOGIES's subcontracted alarm monitoring center. CUSTOMER is fully responsible, including but not limited to any associated costs, to disconnect communication equipment, or discontinue communication signals transmission.

2. CUSTOMER agrees that the charges due under this Agreement are based on your agreement to receive and to pay for the service for one (1) full year. Accordingly, CUSTOMER agrees that: if CUSTOMER terminates this agreement before the end of it's term, CUSTOMER will pay WISE BUILDING TECHNOLOGIES 75% of the remaining balance. These amounts are agreed upon damages and are not a penalty.

3. WISE BUILDING TECHNOLOGIES may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

4. WISE BUILDING TECHNOLOGIES, at any time, may cancel this agreement at our option if: A. WISE BUILDING TECHNOLOGIES's subcontracted alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; B. WISE BUILDING TECHNOLOGIES cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or other agency, or between our alarm monitoring center and the applicable fire or police department or other agency; C. CUSTOMER fails to follow WISE BUILDING TECHNOLOGIES's recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or Extended Limited Warranty, if purchased; D. CUSTOMER fails to follow WISE BUILDING TECHNOLOGIES's operating instructions for the system, or E. WISE BUILDING TECHNOLOGIES determine that it is impractical to continue service due to the modification or alteration of your premises after installation. If WISE BUILDING TECHNOLOGIES cancel for any of the reasons stated immediately above, WISE BUILDING TECHNOLOGIES will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered, and for any other charges due, but WISE BUILDING TECHNOLOGIES will not be liable for damages or subject to penalty as a result of such termination. WISE BUILDING TECHNOLOGIES may cancel this Contract with or without notice at our option if: A. CUSTOMER fails to pay any monies when due under this Contract; B. CUSTOMER fails to comply with any other term or condition of this Contract; or C. CUSTOMER fails to maintain premises in a safe and sanitary condition. If WISE BUILDING TECHNOLOGIES cancel for any of the reasons stated immediately above, WISE BUILDING TECHNOLOGIES will not be liable for damages or subject to penalty as a result of such termination.

5. OWNERSHIP. If the system is WISE BUILDING TECHNOLOGIES Owned, WISE BUILDING TECHNOLOGIES shall have the right upon termination of this Agreement, to

remove, disable or abandon all or any portion of the WISE BUILDING TECHNOLOGIES Owned system. CUSTOMER are required to provide us access to the system for removal and WISE BUILDING TECHNOLOGIES have no obligation to repair or redecorate your premises after any such removal. WISE BUILDING TECHNOLOGIES do not waive WISE BUILDING TECHNOLOGIES's rights to collect any unpaid charges by such removal, disablement, or abandonment of the WISE BUILDING TECHNOLOGIES Owned system. If the CUSTOMER fully pays the equipment or installation under a separate agreement, the equipment will become the property of the CUSTOMER upon payment of the Total Installation Charge including Sales Tax in full. WISE BUILDING TECHNOLOGIES certificates (including NRTL certificates UL/FM/ETL), signs, tags and stickers shall remain the property of WISE BUILDING TECHNOLOGIES and may be removed by WISE BUILDING TECHNOLOGIES. CUSTOMER's right to display them on your property during the term of this Agreement is not transferable.

ADDITIONAL CHARGES AND OFFSET RIGHTS

1. CUSTOMER agrees to pay all directly or indirectly imposed false alarm assessments, taxes, fees or other charges of any police or fire department, or any other governmental body. CUSTOMER agrees to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. CUSTOMER agrees to pay us to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. CUSTOMER agrees to pay to WISE BUILDING TECHNOLOGIES any increases in our cost for facilities used by WISE BUILDING TECHNOLOGIES's subcontracted alarm monitoring center for transmitting alarm signals under this Agreement. CUSTOMER agrees to pay a service charge if our representative responds to an emergency, service call or alarm at CUSTOMER's premises because CUSTOMER improperly followed WISE BUILDING TECHNOLOGIES's or the manufacturer's operating instructions. Upon the early termination or the expiration of this Agreement, CUSTOMER agrees that we have the right to offset against any amounts or credits that we might owe to CUSTOMER (a) service charges for thirty (30) days, if the required written termination notice is not provided by CUSTOMER, (b) the agreement termination charges, and (c) any other additional charges, amounts or deposits that CUSTOMER owe to WISE BUILDING TECHNOLOGIES. If the amount of the offset equals or exceeds the amount that WISE BUILDING TECHNOLOGIES owes to CUSTOMER or if WISE BUILDING TECHNOLOGIES owes CUSTOMER a credit of five dollars (\$5.00) or less, CUSTOMER agree that WISE BUILDING TECHNOLOGIES will not be obligated to refund any amounts to CUSTOMER and CUSTOMER waives CUSTOMER's right to receive this refund amount.

GENERAL TERMS AND CONDITIONS

1. Assignment and Delegation: This agreement shall not be assignable by CUSTOMER except under written consent of WISE BUILDING TECHNOLOGIES. WISE BUILDING TECHNOLOGIES shall have the right to assign this agreement to any other person, firm, or corporation without notice to CUSTOMER and shall have the further right to subcontract any services which it may perform.

2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against WISE BUILDING TECHNOLOGIES.

3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where WISE BUILDING TECHNOLOGIES will undertake work or provide Services, there are no; (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD WISE BUILDING TECHNOLOGIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED WISE BUILDING TECHNOLOGIES. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5. Warranties and Limitation of Liability: WISE BUILDING TECHNOLOGIES will replace or repair any product WISE BUILDING TECHNOLOGIES provides or CUSTOMER procures under this Agreement that fails within the warranty period (as specified on Page 1) due to defective workmanship or materials. The failure must not result from CUSTOMER'S negligence; or from fire, lightning, water damage, or any other cause beyond WISE BUILDING TECHNOLOGIES control. This warranty applies to WISE BUILDING TECHNOLOGIES fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.

6. WISE BUILDING TECHNOLOGIES is NOT an Insurer: WISE BUILDING TECHNOLOGIES is not an insurer; that insurance, if any, shall be obtained by the CUSTOMER, that the payments provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the CUSTOMER's property or the other property of others located on the CUSTOMER's premises. In the event of any loss or injury to any person or property, CUSTOMER agrees to look exclusively to CUSTOMER's insurer to recover damages. CUSTOMER waives all subrogation and other rights of recovery against WISE BUILDING TECHNOLOGIES that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

7. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND WISE BUILDING TECHNOLOGIES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO,

ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. WISE BUILDING TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

8. WISE BUILDING TECHNOLOGIES shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth. Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, pandemic, natural disaster, acts of God or any other cause beyond WISE BUILDING TECHNOLOGIES reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of WISE BUILDING TECHNOLOGIES, any repairs or replacement shall be paid for by CUSTOMER.

9. Indemnity and Limitation of Liability: WISE BUILDING TECHNOLOGIES agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under WISE BUILDING TECHNOLOGIES negligent actions or willful misconduct in its performance of the Services PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL WISE BUILDING TECHNOLOGIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES WISE BUILDING TECHNOLOGIES REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS WISE BUILDING TECHNOLOGIES, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.

10. TIME TO FILE LAWSUIT OR OTHER ACTION. CUSTOMER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION CUSOTMER MAY HAVE AGAINST WISE BUILDING TECHNOLOGIES OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

11. The parties further agree that WISE BUILDING TECHNOLOGIES is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by WISE BUILDING TECHNOLOGIES from a variety of service options; that WISE BUILDING TECHNOLOGIES will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this

Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

12. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON WISE BUILDING TECHNOLOGIES FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Miami Dade County, Florida regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party This Agreement will be governed by Florida law The venue for any claim arising under this Agreement shall be in Miami Dade County, Florida.

2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

INSTALLATION

WISE BUILDING TECHNOLOGIES will install the equipment listed on the Page 1 of this Agreement in a workmanlike manner under the following conditions: A. CUSTOMER's premises will be available without interruption during our normal working hours; B. CUSTOMER understands that the installation will require drilling into various parts of CUSTOMER's premises; C. CUSTOMER will provide WISE BUILDING TECHNOLOGIES with 120V AC electrical outlets to power equipment in locations designated by WISE BUILDING TECHNOLOGIES

(SOW unless included in scope of work); D. CUSTOMER will make arrangements for lifting and replacing carpeting, if required, for WISE BUILDING TECHNOLOGIES's installation of floor mats or wiring; E. CUSTOMER warrants that CUSTOMER (1) requested the equipment and services specified in this Agreement for CUSTOMER's own use and not for the benefit of any other party, (2) own the premises where the equipment is being installed or that CUSTOMER have the authority to authorize WISE BUILDING TECHNOLOGIES to install such equipment in the premises, and (3) will comply with all laws, codes and regulations pertaining to the equipment WISE BUILDING TECHNOLOGIES installs and the services WISE BUILDING TECHNOLOGIES provides under this Agreement. WISE BUILDING TECHNOLOGIES's intent is to conceal wiring in the finished areas of CUSTOMER's premises. However, there may be areas where WISE BUILDING TECHNOLOGIES determines, in WISE BUILDING TECHNOLOGIES's sole discretion, it is impractical to conceal the wiring. In such areas, wiring will be exposed. Upon completion of the installation of the system and components, WISE BUILDING TECHNOLOGIES shall thoroughly instruct CUSTOMER in the proper use of the alarm system by providing manufacturer's instructions. WISE BUILDING TECHNOLOGIES shall not be liable for loss due to water intrusion, mold, fungi, wet or dry rot or bacteria.

LIMITED WARRANTY

During the "Period of Warranty" specified on Page 1, WISE BUILDING TECHNOLOGIES will repair or, at WISE BUILDING TECHNOLOGIES's option, replace any defective part of the System, including wiring installed specifically by WISE BUILDING TECHNOLOGIES, and will make any needed mechanical adjustments, all at no charge to the CUSTOMER. WISE BUILDING TECHNOLOGIES will use functionally operative parts for replacements. This limited warranty is for CUSTOMER's benefit only, and may not be enforced by, or transferred to any other person, company, firm, entity or its agent, or any person not a party hereto. This limited warranty gives you specific legal rights.

If CUSTOMER purchased WISE BUILDING TECHNOLOGIES's Extended Limited Warranty, WISE BUILDING TECHNOLOGIES will repair or, at WISE BUILDING TECHNOLOGIES's option, replace any part of the System, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction of the System, but not due to an excluded condition, below. WISE BUILDING TECHNOLOGIES will also provide a labor rate discount, at the then current labor rate discount rate, for each service call for an excluded condition, below. WISE BUILDING TECHNOLOGIES will use functionally operative parts for replacements. The Extended Limited Warranty and the billing for it will commence as of the date the System is installed, operational, and the necessary communications connection is completed and will continue for the term of this Agreement. The Extended Limited Warranty will automatically renew for successive thirty (30) day terms at our then-current Extended Limited Warranty rate unless terminated by either parties written notice at least thirty (30) days before the end of the then-current term. If CUSTOMER purchases the Extended Limited Warranty after the initial system installation, CUSTOMER's system must be in good working condition at the time of the Extended Limited Warranty purchase.

WARRANTY EXCLUSIONS

WISE BUILDING TECHNOLOGIES performs warranty services only during our normal working hours. IF CUSTOMER REQUESTS WISE BUILDING TECHNOLOGIES TO PERFORM WARRANTY SERVICES OUTSIDE WISE BUILDING TECHNOLOGIES'S NORMAL WORKING HOURS, CUSTOMER WILL BE REQUIRED TO PAY WISE BUILDING TECHNOLOGIES FOR THE SERVICES AT OUR THEN APPLICABLE RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY AND, IF PURCHASED, THE EXTENDED LIMITED WARRANTY DO NOT APPLY IF WISE BUILDING TECHNOLOGIES DETERMINES UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: A. Damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; B. Trouble in a telephone line, use of non-standard telephone line or service (including but not limited to DSL, ADSL, VOIP, etc.) or due to interruption of power; C. Ordinary maintenance or wear and tear; D. Alterations to CUSTOMER'S premises; or E. Alterations to the system made at CUSTOMER'S request, or made necessary by a change to CUSTOMER'S premises, damage to CUSTOMER'S premises or the alarm system, or for any other cause beyond WISE BUILDING TECHNOLOGIES'S control. If CUSTOMER purchased WISE BUILDING TECHNOLOGIES'S Extended Limited Warranty, WISE BUILDING TECHNOLOGIES will provide a labor rate discount, at WISE BUILDING TECHNOLOGIES'S then current labor rate discount, for each service call for an excluded condition, above. WISE BUILDING TECHNOLOGIES will not perform warranty services on any device not installed by WISE BUILDING TECHNOLOGIES. CUSTOMER must furnish the necessary electrical power through CUSTOMER'S meter at CUSTOMER'S expense to obtain warranty services. WISE BUILDING TECHNOLOGIES'S obligation to provide replacement or repair service under this Agreement shall be conditioned upon the continued availability of the original part or component from the original manufacturer. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY AND, IF PURCHASED, THE EXTENDED LIMITED WARRANTY, WISE BUILDING TECHNOLOGIES MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES WISE BUILDING TECHNOLOGIES PERFORMS OR THE SYSTEMS WISE BUILDING TECHNOLOGIES PROVIDES UNDER THIS CONTRACT. CUSTOMER EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE. WISE BUILDING TECHNOLOGIES IS NOT LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LAWS OF THE STATE OF FLORIDA WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

REPAIRS AND PARTS REPLACEMENT

At CUSTOMER'S request WISE BUILDING TECHNOLOGIES will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty and, if purchased, the Extended Limited Warranty expire. At CUSTOMER'S request WISE BUILDING TECHNOLOGIES will also repair or replace anything excluded from the Limited Warranty and Extended Limited Warranty at our then-prevailing prices.

DELAYS

WISE BUILDING TECHNOLOGIES HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM OR THE PERFORMANCE OF WISE BUILDING TECHNOLOGIES SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. WISE BUILDING TECHNOLOGIES HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, PANDEMICS, NATURAL DISASTERS, ACT OF GOD, OR ANY OTHER CAUSE BEYOND WISE BUILDING TECHNOLOGIES'S CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WISE BUILDING TECHNOLOGIES HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.

ALARM MONITORING AND NOTIFICATION SERVICE.

WISE BUILDING TECHNOLOGIES will provide alarm monitoring and notification services if the Page 1 of this Agreement includes a charge for such services. If CUSTOMER have elected for WISE BUILDING TECHNOLOGIES to provide alarm service that requires Police Response, Fire Department Response, or Two Way Voice monitoring services and such an alarm is received at our subcontracted alarm monitoring center, the subcontracted alarm monitoring center may, at its sole discretion, attempt to contact CUSTOMER and/or anyone on CUSTOMER's Emergency Contact List by telephone/Two Way Voice, via Text Message or Email to confirm that the alarm is not false. If the subcontracted alarm monitoring center fails to contact CUSTOMER and/or someone on CUSTOMER'S Emergency Contact List, or if the subcontracted alarm monitoring center questions the response the subcontracted alarm monitoring center receives upon such contact, the subcontracted alarm monitoring center will attempt to notify the appropriate police department or fire department. CUSTOMER agree that WISE BUILDING TECHNOLOGIES shall have no liability pertaining to any Two-Way Voice communications or Internet Video recordings or their publication. If CUSTOMER have elected for us to provide Supervisory Alarm or Trouble Alarm monitoring services and such an alarm is received at the subcontracted alarm monitoring center, the subcontracted monitoring center will attempt to notify the representative CUSTOMER designates. The person(s) identified on CUSTOMER'S Emergency Contact List are authorized to act on CUSTOMER'S behalf and are authorized to cancel an alarm prior to the notification of authorities. CUSTOMER understands that the equipment WISE BUILDING TECHNOLOGIES provides may not operate with other companies' alarm monitoring centers and/or equipment. This may prevent CUSTOMER from using such equipment in the event CUSTOMER terminates WISE BUILDING TECHNOLOGIES'S services. CUSTOMER understands that local laws, ordinances, or policies may restrict our ability to provide the alarm monitoring and notification services described in this Agreement. CUSTOMER understands that, upon receiving notification that a fire or carbon monoxide signal has been received by the subcontracted monitoring center, the police, fire department or other responding authority may forcibly enter CUSTOMER'S premises.

BURGLAR ALARM

CUSTOMER understands that "burglar alarm monitoring service" means only that the subcontracted monitoring center operator will react to signals received from CUSTOMER'S

monitored alarm system at the address supplied by CUSTOMER. WISE BUILDING TECHNOLOGIES agrees to have monitored, if applicable, CUSTOMER'S security system. Upon receipt of a signal indicating an unauthorized entry into CUSTOMER'S premises, or an emergency condition, the subcontracted alarm monitoring center operator(s) will use reasonable efforts to identify the signal and, when warranted, in accordance with the procedures appropriate to the installed equipment, the subcontracted alarm monitoring center's operator will transmit notice of said signal over standard telephone lines, in accordance with CUSTOMER'S local code, to the deemed authority having jurisdiction. After notifying the local authority, the subcontracted alarm monitoring center operator(s) will use reasonable efforts to contact one of the CUSTOMER'S designated representatives at the telephone number(s) provided by CUSTOMER. CUSTOMER assumes all responsibility for making sure any and all information given to WISE BUILDING TECHNOLOGIES is up-to-date. CUSTOMER agrees that its designated representative(s) shall have authority, proper access, and a key to enter the premises.

COMMERCIAL FIRE ALARM

CLIENT understands that "commercial fire alarm monitoring service" means that WISE BUILDING TECHNOLOGIES is only responsible for monitoring fire signals sent from CUSTOMER's property and received at subcontracted alarm monitoring center. CUSTOMER acknowledges that WISE BUILDING TECHNOLOGIES will not be held responsible for any local maintenance, inspections, or testing, which may, or may not be required by the local authority having jurisdiction, unless expressly included in this Agreement.

CUSTOMER agrees that subcontracted alarm monitoring center's sole and only obligation under this Agreement and/or under any Agreement between the WISE BUILDING TECHNOLOGIES and CUSTOMER shall be to monitor signals received by means of the alarm system and to respond thereto. Subcontracted alarm monitoring center upon receipt of an alarm signal from the CUSTOMER's premises shall endeavor to notify promptly the appropriate municipal authority and/or any designated representative of the CUSTOMER whose name, telephone and text number are set forth in notification instructions of the CUSTOMERS information sheet unless there is reasonable cause to assume that an emergency condition does not exist. Due to their promptness, all notification signals will be sent to CUSTOMER via phone call and text message. Email may be utilized for other services. The obligation of the subcontracted alarm monitoring center to render service to the CUSTOMER shall become effective only after (a) CUSTOMER account has been placed in service (b) CUSTOMER's data has been entered into subcontracted alarm monitoring center data base (c) CUSTOMER obtains and maintains any permit required by any applicable law and furnishes WISE BUILDING TECHNOLOGIES with permit number. WISE BUILDING TECHNOLOGIES and/or its subcontracted alarm monitoring center shall not be required to notify police, fire or emergency services if CUSTOMER does not have all necessary permit, registration or certification for the alarm being monitored and services WISE BUILDING TECHNOLOGIES is to perform, and has provided WISE BUILDING TECHNOLOGIES with such documentation.

CUSTOMER agrees that WISE BUILDING TECHNOLOGIES and/or its subcontracted alarm monitoring center sole obligation under this agreement or under any agreement between the CUSTOMER and WISE BUILDING TECHNOLOGIES shall be to monitor signals received from the alarm system. The subcontracted alarm monitoring center, upon receipt of a signal from a

CUSTOMER's premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and the persons whose names, telephone and text numbers are set forth on the Emergency Contacts List or Notification Instructions, unless the subcontracted alarm monitoring center determines that an emergency condition does not exist. Unless otherwise provided in the Emergency Contacts List, the subcontracted alarm monitoring center will make a reasonable effort to contact the first person reached or notified on the list via telephone and/or text. No more than one call to the list shall be required and any form of notification provided herein, including leaving a message on an answering machine and/or text message, shall be deemed reasonable compliance with WISE BUILDING TECHNOLOGIES's and its subcontracted alarm monitoring center's notification obligation.

Unless otherwise agreed in Emergency Contacts List or specifically addressed in Agreement in effect on date of signal, the subcontracted alarm monitoring center shall make a reasonable effort to notify CUSTOMER of a Supervisory Signal [defined as one that does not require dispatch of police, fire or emergency response personnel]. Trouble Signal [defined as signal signifying that one or more components of the alarm system is non-operational or communication link is not working] by text message and/or via email, but only one such notice shall be required until the cause of the signal has been resolved and the subcontracted alarm monitoring center received a test signal. WISE BUILDING TECHNOLOGIES and/or its subcontracted alarm monitoring center does not notify police, fire or responding personnel of Supervisory and Trouble signals, unless the alarm system is a fire alarm system, in which event the subcontracted alarm monitoring center will comply with its response policy if addressed or industry standards, including, but not limited to dispositions of signals as required by NFPA 72 and AHJ requirements for notice. Under no circumstances is WISE BUILDING TECHNOLOGIES and/or its subcontracted alarm monitoring center are responsible for signals which do not reach the subcontracted alarm monitoring center or are not recognized by the subcontracted monitoring center's receivers. CUSTOMER agrees to reimburse WISE BUILDING TECHNOLOGIES for excessive, run-away or false alarm signals at WISE BUILDING TECHNOLOGIES customary rate. CUSTOMER shall reimburse WISE BUILDING TECHNOLOGIES for all expenses incurred, including but not limited to increase operational expense and legal fees, if any, in connection with excessive incoming alarm transmission or data usage expense beyond customary usage, incurred by WISE BUILDING TECHNOLOGIES and/or its subcontracted alarm monitoring center to monitor or terminate the excessive signals pursuant to this agreement. CUSTOMER shall remain liable for all monitoring charges until WISE BUILDING TECHNOLOGIES and its subcontracted alarm monitoring center no longer received signals from the CUSTOMER's location.

FAMILIARIZATION PERIOD

UNLESS CUSTOMER HAVE REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW) CUSTOMER AGREE THAT DURING A SEVEN (7) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS REQUIRED BY LAW, FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO OUR ALARM MONITORING CENTER (AND DURING ANY APPLICABLE EXTENSIONS) WISE BUILDING TECHNOLOGIES HAVE NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM

CUSTOMER PREMISES THAT IS RECEIVED AT OUR ALARM MONITORING CENTER. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD WISE BUILDING TECHNOLOGIES HAVE NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER OR CUSTOMER'S DESIGNATED REPRESENTATIVE, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL WISE BUILDING TECHNOLOGIES RECEIVE, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

FAILURE TO PAY CHARGES OR HONOR CONTRACT

If CUSTOMER fails to make any payment when due or fails to honor any other term or condition of this Contract, WISE BUILDING TECHNOLOGIES may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. CUSTOMER agrees that CUSTOMER will grant WISE BUILDING TECHNOLOGIES with access to CUSTOMER's premises to allow WISE BUILDING TECHNOLOGIES to repossess or disable the equipment. CUSTOMER agrees that WISE BUILDING TECHNOLOGIES have no liability if WISE BUILDING TECHNOLOGIES stops providing the alarm monitoring and notification services and repossess or disable the equipment. CUSTOMER agrees that WISE BUILDING TECHNOLOGIES is not required to redecorate or repair CUSTOMER's premises. WISE BUILDING TECHNOLOGIES do not waive our right to any other legal remedy, including our right to charge CUSTOMER a late fee at the highest legal amount for each month that a payment is not received or interest at the highest legal rate on the unpaid amount, by stopping to provide the alarm monitoring and notification services or repossessing or disabling the equipment.

SMOKE DETECTOR AND OTHER WARNINGS

Electrical smoke detectors are designed to be connected to an electrical power source. These smoke detectors will not operate, the alarm will not sound, and the alarm signal will not be transmitted, if the electricity is cut off and the backup battery, if part of the system, is low or dead. If there is any fire, the electricity may cut off before the alarm can function and the alarm will not sound, and the alarm signal will not be transmitted. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuits can fail. WISE BUILDING TECHNOLOGIES RECOMMEND THAT CUSTOMER INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM. CUSTOMER SHOULD REGULARLY INSPECT CUSTOMER'S SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WISE BUILDING TECHNOLOGIESEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is, nothing works perfectly under every circumstance. WISE BUILDING TECHNOLOGIES WARNS CUSTOMER THAT A SMOKE DETECTOR WILL NOT ENSURE THAT CUSTOMER WILL NEVER SUFFER DAMAGE OR INJURY. WISE BUILDING TECHNOLOGIES STRONGLY RECOMMEND THAT CUSTOMER CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. CUSTOMER SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.

COMMUNICATION FACILITIES.

A. AUTHORIZATION.

CUSTOMER authorizes WISE BUILDING TECHNOLOGIES, on CUSTOMER's behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission services or facilities under this Agreement (referred to as "Telephone Company").

B. DIGITAL COMMUNICATOR.

CUSTOMER understand that a digital communicator, if installed under this Agreement, uses standard telephone lines for sending signals, which eliminates the need for a dedicated telephone line and the costs associated with such dedicated lines. CUSTOMER ALSO UNDERSTAND THAT WISE BUILDING TECHNOLOGIES AND ITS SUBCONTRACTED ALARM MONITORING CENTERS WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOIP, ETC.) ARE BEING USED.

C. DERIVED LOCAL CHANNEL.

The Telephone Company's services provided to CUSTOMER in connection with WISE BUILDING TECHNOLOGIES services may include Derived Local Channel service. Such service may be provided under the Telephone Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. CUSTOMER agrees that the Telephone Company's liability is limited to the same extent WISE BUILDING TECHNOLOGIES liability is limited according to the terms of this Agreement.

D. RADIO AND INTERNET INTERFACE.

CUSTOMER understand that if CUSTOMER's alarm system is connected to our subcontracted alarm monitoring center by radio frequency, cellular GSM, or internet connection method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. Such radio frequency, cellular GSM and Internet methods include cellular or private radio or through an Internet communication facility or Internet service provider(s). If a radio frequency or Internet connection is utilized, WISE BUILDING TECHNOLOGIES recommends CUSTOMER also use an additional method of communication to connect to our alarm-monitoring center.

FIRE ALARM TESTING AND INSPECTION

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and one (1) 100% functional test(s) of notification appliances excluding a Decibel level test. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 - National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support - Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER'S system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At WISE BUILDING TECHNOLOGIES sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of WISE BUILDING TECHNOLOGIES.

FIRE ALARM TESTING AND MAINTENANCE

Scope - WISE BUILDING TECHNOLOGIES will test & maintain the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and one (1) 100% functional test(s) of notification

appliances excluding a Decibel level test. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will only be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 - National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance - WISE BUILDING TECHNOLOGIES will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List.

Components and parts on the Equipment List that are found to be defective, have failed operationally or which exhibit signs of near-term failure will be identified during each preventive maintenance inspection or test, (i.e.: The component or part will likely fail before the next regularly scheduled inspection or maintenance interval.) If the component or part is covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, said component will be replaced according to the coverage schedule listed below:

- Fire Alarm Control Panel(s)
- Voice Communication Hardware and Amplifiers, Firefighter's 2-Way Telephone System Control Panels
- System Standby/Back-up Batteries and Charger Equipment (Excludes Nickel-cadmium Batteries)
- Field Devices including Alarm Initiating Devices and Notification Appliances. (Excluding Smoke Detectors)
- Smoke Detectors
- OTHER

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work. Non-moving parts such as, but not limited to, Equipment Cabinets, Doors, Housings, Junction Boxes and Conduit, Electrical Boxes and all wiring are not covered under this Agreement.

Replaced components will be new and of compatible design as required to maintain CUSTOMER'S system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At WISE BUILDING TECHNOLOGIES sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of WISE BUILDING TECHNOLOGIES.

Existing Conditions — Upon completion of the initial inspection, if any individual component cannot, in the opinion of WISE BUILDING TECHNOLOGIES, be properly maintained or if repairs are found necessary; due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, WISE BUILDING TECHNOLOGIES will promptly notify the CUSTOMER. CUSTOMER may elect to remove those items from the scope of this Agreement and WISE BUILDING TECHNOLOGIES will issue a proportional credit or the CUSTOMER may authorize WISE BUILDING TECHNOLOGIES to make the necessary repairs and shall reimburse WISE BUILDING TECHNOLOGIES for this additional work. In all cases, because the system being maintained requires compliance with either Underwriter Laboratory (UL), Factory Mutual (FM) or other Listing Agency standards, only appropriately listed and approved products will be used for component replacement.

Software Support - WISE BUILDING TECHNOLOGIES will maintain the present system within the functional limitations of presently installed hardware and/or software included in the Equipment List. This may include providing software patches, revisions and/or bug fixes to standard WISE BUILDING TECHNOLOGIES supplied software that may be periodically created by WISE BUILDING TECHNOLOGIES or its suppliers to maintain present system operations.

SMOKE DETECTOR CLEANING AND SENSITIVITY TESTING

Scope - WISE BUILDING TECHNOLOGIES will provide, as part of this Agreement, Smoke Detector Cleaning and Sensitivity Testing of all smoke detectors as found on the Equipment List. Cleaning Frequency and Methods - Each smoke detector including duct type smoke detectors will be cleaned annually. The method of cleaning will be in accordance with the manufacturer's recommendations and any special instructions. Specific cleaning tools if required by the manufacturer will also be used. "As-Needed" Cleaning will be performed on Analog/Intelligent Systems where the Fire Alarm Control Unit or Panel is capable of displaying or reporting to a connected printer or display the % Obscuration, or other similar method used by each detector. Detectors found to be at 50% or greater from this report will be cleaned during each scheduled inspection. WISE BUILDING TECHNOLOGIES will provide a report detailing which detectors were cleaned at the conclusion of each inspection.

a. Sensitivity Testing Methods - Following cleaning as set forth above, each smoke detector found on the Equipment List will have its Sensitivity tested using one of the following methods as appropriate and in accordance with the most current edition of NFPA 72 - National Fire Alarm Code.

- Calibrated Test Method
- Manufacturer's Calibrated Sensitivity Test Instrument
- Listed Control Equipment arranged for the purpose
- Smoke detector / Control unit arrangement whereby the detector causes a signal at the control unit when its sensitivity is outside of its listed sensitivity range.

b. Sensitivity Testing Frequency - Sensitivity testing will be performed during the first year of this Agreement and every alternate year thereafter. If acceptable to the Local Authority Having

Jurisdiction, this work can be scheduled so that fifty percent (50%) of the smoke detectors are tested each year. A detailed report will be maintained by WISE BUILDING TECHNOLOGIES and submitted to the CUSTOMER documenting the Sensitivity Test results. When this report can be accessed through the Control Unit operator interface or a connected printer, this report shall be used. Detectors which fail the Sensitivity Test will be either adjusted (if the specific detector is listed as field adjustable) and recalibrated or replaced according to the terms and conditions found elsewhere in this Agreement.

Note: A smoke detector cleaning program is important to the overall performance of a life safety system. Clean smoke detectors will allow the detectors to operate as originally designed. Detector cleaning also has a significant impact on the reduction of unnecessary and disruptive false alarms.

FIRE SPRINKLER TESTING AND INSPECTION (WET TYPE)

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform two (2) tests per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and four (4) tests per year on all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). Annually during one of the above scheduled inspections, WISE BUILDING TECHNOLOGIES personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangars and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Exercise all valves and annually lubricate all valves stems
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- Clean the strainer
- Flush underground lead-in connections (Water mist systems only)
- Perform a Main Drain Test annually and record static and residual pressures
- Test freezing point of antifreeze solutions if applicable
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the most recent edition of NFPA 25 — Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five-year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support - Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER'S system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At WISE BUILDING TECHNOLOGIES sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of WISE BUILDING TECHNOLOGIES.

FIRE SPRINKLER TESTING AND MAINTENANCE (WET TYPE)

Scope - WISE BUILDING TECHNOLOGIES will test & maintain the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform two (2) tests per year on the Fire Sprinkler System(s) to include Vane-Type Waterflow and four (4) tests per year all Water Motor Gongs, Valve Tamper Switches, Sprinkler Supervisory Switches and Waterflow Pressure Switches. Flow testing shall include the opening of each Inspector's Test Valve to activate Waterflow Alarm Devices (to include Waterflow Pressure Switches). Annually during one of the above scheduled inspections, WISE BUILDING TECHNOLOGIES personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangars and seismic bracing from the floor level and will perform the following:

- Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.

- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation — replace gauges at five-year intervals if required
- Exercise all valves and annually lubricate all valves stems
- Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- Clean the strainer
- Flush underground lead-in connections (Water mist systems only)
- Perform a Main Drain Test annually and record static and residual pressures
- Apply inspection tag to system

All tests and inspections will be completed in accordance with the most recent edition of NFPA 25 — Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five-year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance - WISE BUILDING TECHNOLOGIES will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List. Components that are covered under this Agreement at no additional charge include the following:

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types
- All gauges, end caps and component identification signage
- Replace and restock spare sprinklers and wrenches as needed

Other components and parts on the Equipment List that have been found to be defective or have failed will be identified following each inspection or test. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER'S system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction.

FIRE SPRINKLER SYSTEM TESTING AND INSPECTION (DRY-PIPE, PRE-ACTION, DELUGE)

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the Dry-Pipe Fire Sprinkler System(s) listed on the attached Equipment List. Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform four (4) tests per year on the Sprinkler System(s) Valve Tamper and associated Pressure Switch Alarm Devices. During each of these inspections, the following tests will be performed unless otherwise noted:

- Check and adjust dry-pipe priming water level
- Test all Low-Air-Pressure Alarm Devices and record air pressure on alarm activation
- Test dry-pipe System Flow Alarm by opening the alarm bypass valve
- Test quick opening devices and accelerators (if applicable) semi-annually
- Test fire detection system for proper operation and interface to the Pre-Action System.

Annually during one of the above scheduled inspections, WISE BUILDING TECHNOLOGIES personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangers and seismic bracing from the floor level and will perform the following:

- Conduct partial Trip-testing of the dry-pipe valve, record the time
- Open the dry-pipe valve; inspect and clean interior
- Check all low-point drains (Drum Drips) - drain thoroughly
- Internally inspect Dry-pipe Valve and clean; Test the air pressure maintenance device (compressor)
- Perform a Main Drain Test annually and record static and residual pressures
- Check all hose connections and inspect FDC if applicable during each scheduled inspection
- Check for signs of leakage, corrosion, improper loading, misalignment, physical damage or if sprinkler heads have been painted or damaged in any way (i.e. Glass bulb sprinklers)
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Check to ensure adequate heat can be maintained in the dry-pipe valve room.
- Check Hydraulic nameplate if applicable and the supply of spare sprinklers, proper storage and wrench types

All tests and inspections will be completed in accordance with the most recent edition of NFPA 25 - Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. The required Full Flow Dry-Pipe Trip Test every three years is not included in this Agreement.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support - Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER'S system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At WISE BUILDING TECHNOLOGIES sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of WISE BUILDING TECHNOLOGIES.

FIRE SPRINKLER SYSTEM TESTING AND MAINTENANCE (DRY-PIPE, PRE-ACTION, DELUGE)

Scope - WISE BUILDING TECHNOLOGIES will test & maintain the Dry-Pipe Fire Sprinkler System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform four (4) tests per year on the Sprinkler System(s) Valve Tamper and associated Pressure Switch Alarm Devices. The required Full Flow Dry-Pipe Trip Test will be performed every three years beginning in 2007 and is included under this Agreement. During each of these inspections, the following tests will be performed unless otherwise noted:

- Check and adjust dry-pipe priming water level
- Test all Low-Air-Pressure Alarm and record air pressure on alarm activation
- Test dry-pipe System Flow Alarm by opening the alarm bypass valve
- Test quick opening devices and accelerators (if applicable) semi-annually
- Test fire detection system for proper operation and interface to the Pre-Action System.

Annually during one of the above scheduled inspections, WISE BUILDING TECHNOLOGIES personnel will visually inspect all accessible sprinklers, sprinkler piping, fittings, hangers and seismic bracing from the floor level and will perform the following:

- Conduct partial Trip-testing of the dry-pipe valve, record the time delay
- Open the dry-pipe valve; inspect and clean interior
- Check all low-point drains (Drum Drips) - drain thoroughly
- Internally inspect Pre-Action Valve; Test the air pressure maintenance device (compressor)
- Perform a Main Drain Test annually and record static and residual pressures

- Check for signs of leakage, corrosion, improper loading, misalignment, physical damage or painted.
- Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- Check all gauges and control valves for proper operation
- Check all hose connections and inspect Fire Department Connection if applicable during each scheduled inspection
- Check Hydraulic nameplate if applicable and the supply of spare sprinklers, proper storage and wrench types

All tests and inspections will be completed in accordance with the most recent edition of NFPA 25 - Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Hardware Support & Predictive Maintenance - WISE BUILDING TECHNOLOGIES will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List. Components that are covered under this Agreement at no additional charge include the following:

- Sprinkler Waterflow Switches, tamper switches and supervisory switches of all types
- All gauges, end caps and identification signage; Replace and restock spare sprinklers and wrenches as needed
- Dry-pipe, Pre-Action and Deluge valves and valve components/trim including gaskets and seals
- Dedicated Dry-pipe Air Compressors and air maintenance devices (non-dedicated compressors are excluded)

Other components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

FIRE PUMP TESTING AND INSPECTION SERVICES

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the Fire Pump(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) test(s) per year on the Fire Pump including the annual pump performance test. During this inspection, WISE BUILDING TECHNOLOGIES personnel inspect all control valves (Discharge, Suction and Bypass) and other valves for proper operation, position, condition, accessibility and identification; WISE BUILDING TECHNOLOGIES will also inspect packing glands and shaft seals for proper adjustment.

WISE BUILDING TECHNOLOGIES will lubricate the pump, motor bearings, valves, couplings, oil heater, crank-case breather and drives as applicable. On Diesel Pumps, WISE BUILDING TECHNOLOGIES will also check the fuel level, all oil and water levels; check coolant and clean cooling line strainer; and verify the proper operation of the batteries including the terminals, charger, charger state and all pilot lights. If applicable, WISE BUILDING TECHNOLOGIES will also check the Jockey Pump for proper operation and that it is set for automatic operation; and will inspect the Test Header and Test Header Control Valve for proper operation, condition and valve position. During the annual pump test, WISE BUILDING TECHNOLOGIES will verify the closure of the Circulation Relief Valve in accordance with the manufacturer's instructions.

WISE BUILDING TECHNOLOGIES will also verify the Pressure Relief Valve operates properly and may adjust the setting to relieve at the correct pressure during the annual pump test.

WISE BUILDING TECHNOLOGIES will furnish a written report certifying that such tests have been completed and documenting any deficiencies found which require corrective action. All tests and inspections will be completed in accordance with the pump manufacturer's recommendations and the most recent edition of NFPA 25 - Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Other required weekly pump run tests, weekly fire pump circulation relief valve and pressure relief valve inspections, monthly and quarterly inspections are not included unless otherwise specified in the Special Provisions. Changing the oil, oil filters and antifreeze on Diesel Engine Pumps are not included unless otherwise specified in the Special Provisions.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action. Hardware Support - Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER'S system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At WISE BUILDING TECHNOLOGIES sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of WISE

BUILDING TECHNOLOGIES. Repairs - WISE BUILDING TECHNOLOGIES will make all necessary repairs to the Fire Pump upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis except as otherwise provided in this Agreement.

BACKFLOW PREVENTER TESTING AND INSPECTION

Scope - To help ensure a safe public water supply and prevent contamination, WISE BUILDING TECHNOLOGIES will test and inspect the fire sprinkler backflow preventers listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) Annual Inspection(s) on each fire sprinkler backflow preventer listed on the attached Equipment List. Other required weekly and monthly inspections of the Double Check Assembly, Double Check Detector Assembly, Reduced Pressure Assembly and Reduced Pressure Detector Assemblies are not included in this Agreement unless otherwise specified in the Special Provisions. All tests and inspections will be completed in accordance with the backflow preventer's manufacturer's recommendations and the most recent edition of NFPA 25 - Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. The following services will be performed during each inspection:

- Inspect and determine if the backflow device is in service and satisfactory condition.
- Inspect backflow preventer control valves for proper position, general condition and accessibility.
- Inspect the condition of the backflow preventer, piping, hangars, drains, test ports and related equipment.
- Perform a Forward Flow Test at the system demand, including required hose stream demands. Where connections do not permit a full flow test, tests will be conducted at the maximum flow rate possible. (Exception: the forward flow test is not required when the backflow preventer is the first device installed on the water supply pipe and the system is equipped with a fire pump.
- Perform a Backflow Performance Test at the completion of the Forward Flow Test.
- Apply inspection tag to device.

Inspection Reports — WISE BUILDING TECHNOLOGIES will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Repairs - WISE BUILDING TECHNOLOGIES will make all necessary repairs to the backflow preventer upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis.

SPECIAL HAZARD SUPPRESSION SYSTEM TESTING AND INSPECTION

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the Special Hazard Suppression Systems (SHSS) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing & Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform Semi-Annual Inspections on each SHSS listed on the attached Equipment List. Other required weekly, monthly and Bi-annual pipe flow tests (Puff tests) are not included in this Agreement unless otherwise specified in the Special Provisions. All tests and inspections will be completed in accordance with most recent edition of NFPA 2001 - Standard on Clean Agent Fire Extinguishing Systems and NFPA 12 - Standard on Carbon Dioxide Extinguishing Systems. The following services will be performed during each inspection (Note that certain tasks are specific to certain types of SHSS and that as a result, not every task listed below is applicable for specific systems):

- All agent cylinders shall have their fill weight verified and the date of the last hydrostatic test shall be noted.
- All cylinders shall be inspected for evidence of corrosion or mechanical damage.
- Check agent quantity and pressure of refillable cylinders.
- Check that all control valves are operational.
- Inspect condition of SHSS accessible/visible piping, hoses, hangars, bracketing and bracing, valves, gauges and other related equipment.
- Note date of most recent hydrostatic test date or replacement date of each flexible hose. Replace any hoses that are within 6 months of their scheduled 5-Year Hydrostatic test date no additional charge.
- Check all nozzles - Ensure that they are clean and unobstructed and verify proper alignment.
- Remove automatic actuating controls from the agent storage containers and simulate an alarm/release condition - ensuring that these controls have moved to a "discharged" position. Reset and reinstall actuating controls.
- Clean and functionally test any alarm initiating devices and notification appliances associated with the SHSS annually. Smoke detectors will be cleaned annually.
- Verify the supervisory features of the detection system and any connected auxiliary equipment are operating properly and that system reports to other building fire alarm or monitoring systems as originally installed annually.
- Verify that there have not been any changes in the size or type of hazard that is being protected. If changes to the room or hazard or other construction has occurred within or adjacent to the protected space, a test to ensure the room integrity has not been compromised may be recommended.
- Apply inspection tag to system.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

Repairs - WISE BUILDING TECHNOLOGIES will make all necessary repairs to the SHSS upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis except as otherwise provided in this Agreement.

Exclusions - The following exclusions apply on all SHSS Service Agreements. These services are available through WISE BUILDING TECHNOLOGIES on a Time and Materials basis when authorized separately by the CUSTOMER:

- Cylinder Recharge - Recharging of cylinders or replacing agent is excluded.
- C02 System Exclusions - Performance of the NFPA required discharge test and hydrostatic test of all High Pressure C02 Cylinders is required every 12 years. This service is excluded.
- Room Integrity Testing — Performance of the Door Fan Test and/or C02 Concentration Testing is excluded.

KITCHEN HOOD INSPECTION

Scope - WISE BUILDING TECHNOLOGIES will test and inspect the kitchen hood(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform Two (2) Annual Inspection(s) on each kitchen hood listed on the attached Equipment List. All tests and inspections will be completed in accordance with the hood manufacturer's recommendations and the most recent edition of NFPA 17A - Standard for Wet Chemical Extinguishing Systems. The following services will be performed during each inspection:

- Inspect for overall systems integrity.
- Inspect the releasing panel
- Inspect agent releasing circuit.
- Inspect the agent storage container
- Inspect the condition of all nozzles and pipes.
- Inspect the manual stations.
- Inspect that all system components are securely fastened.
- Apply inspection tag to system

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Repairs - WISE BUILDING TECHNOLOGIES will make all necessary repairs upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis.

SOUND AND COMMUNICATIONS SYSTEMS MAINTENANCE

Scope — WISE BUILDING TECHNOLOGIES will test & inspect the Sound and Communication System(s) listed on the attached Equipment List.

Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Preventive Maintenance - Inspection(s) will be scheduled detailing the tasks to perform, the skill levels required, and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER

Testing Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) 100% test(s) per year.

Hardware Support - WISE BUILDING TECHNOLOGIES will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List.

Components and parts on the Equipment List that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each preventive maintenance inspection or test. If the component or part is covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours.

For any equipment requiring repair or replacement that is not covered, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

PORTABLE FIRE EXTINGUISHERS

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the portable fire extinguishers listed on the attached Equipment List.

Testing Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) annual inspection.

- Check that extinguishers are in their designated place
- Check for obstructions, access, and visibility
- Check that operating instructions on the nameplates are legible and facing outward
- Determine fullness of each extinguisher by weighing or hefting
- Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- Check pressure gauge or indicator read in the operable range position
- Check condition of hose and nozzle (and tires for wheel units)
- Replace tamper seal
- Check pull pin for proper operation
- Make sure the F1M1S label is in place
- Tag each unit to ensure that it conforms to fire department regulations

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; WISE BUILDING TECHNOLOGIES will automatically provide service unless notified prior to inspection. Billing will be for ALL units found whether over or under the quantity noted on the Equipment List.

SECURITY SYSTEM MAINTENANCE

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the Security, Access Control, Video Surveillance, System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Inspection Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) 100% inspection(s) per year.

Preventive Maintenance - Inspection(s) will be scheduled detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s).

- Test card readers and initiating devices
- Check alarm operation
- Check Controllers
- Check, motion sensors, door switches, break glass sensors and other related interface switches
- Check interoperability with elevators, doors, and HVAC
- Check report generation function
- Check server and workstations
- Check Subcontracted alarm monitoring center communication
- Check software
- Inspect and test cameras and monitors
- Inspect and test recording and video printing devices
- Inspect and test speakers, intercom, and other connected communication devices

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support — WISE BUILDING TECHNOLOGIES will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List.

Components and parts on the Equipment List that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each preventive maintenance inspection or test. If the component or part is covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours.

For any equipment requiring repair or replacement that is not covered, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

NURSE CALL SYSTEM MAINTENANCE

Scope - WISE BUILDING TECHNOLOGIES will test & inspect the Nurse Call System(s) listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Preventive Maintenance - Inspection(s) will be scheduled detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER

Testing Frequency - WISE BUILDING TECHNOLOGIES will perform one (1) 100% test(s) per year.

Hardware Support - WISE BUILDING TECHNOLOGIES will perform scheduled maintenance services on the Equipment covered under this Agreement and as detailed on the Equipment List.

Components and parts on the Equipment List that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each preventive maintenance inspection or test. If the component or part is covered under a current WISE BUILDING TECHNOLOGIES or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours.

For any equipment requiring repair or replacement that is not covered, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to WISE BUILDING TECHNOLOGIES by an authorized representative of the CUSTOMER before proceeding with the work.

Inspection Reports - WISE BUILDING TECHNOLOGIES will furnish a report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

SOFTWARE MAINTENANCE

Scope - WISE BUILDING TECHNOLOGIES will provide and install software upgrades, service packs and new releases for the Software, on the systems listed on the attached Equipment List. The updates will include bug, fixes, feature enhancements, etc.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Telephone Technical Support - will be provided during the following periods and in accordance with WISE BUILDING TECHNOLOGIES published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- **Billable Support:** Telephone technical support will be provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. The minimum charge billed by WISE BUILDING TECHNOLOGIES for support will be one (1) hour Monday thru Friday and two (2) hours for weekends, city, state, federal and WISE BUILDING TECHNOLOGIES observed holidays.
- **Standard Support:** WISE BUILDING TECHNOLOGIES will provide Telephone support Monday through Friday 7:30 AM 4:00 PM excluding evenings and weekends, city, state, federal and WISE BUILDING TECHNOLOGIES observed holidays at no additional charge to the base annual service fee. Telephone support requested by the CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER.

- 24/7 Support: 24 hours per day, 7 days per week, city, state, federal and WISE BUILDING TECHNOLOGIES observed holidays are included. Telephone support will be provided at no additional charge to the base annual service fee.

CUSTOMER Training -WISE BUILDING TECHNOLOGIES will coordinate and provide on-site training for two (2) individuals who will primary contacts with WISE BUILDING TECHNOLOGIES.

EMERGENCY SERVICES

Should an emergency arise, WISE BUILDING TECHNOLOGIES personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within one (1) hour of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, WISE BUILDING TECHNOLOGIES personnel will arrive at the affected premises within four (4) hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to WISE BUILDING TECHNOLOGIES at then current WISE BUILDING TECHNOLOGIES published service labor rates and standard service charges (Minimum Labor Charge, and Travel & Living Expense) unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires WISE BUILDING TECHNOLOGIES to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with WISE BUILDING TECHNOLOGIES published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- **Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. Emergency Service calls are subject to an Emergency Service Call fee as outlined in the Special Provisions Section of this agreement. WISE BUILDING TECHNOLOGIES will provide a response time as stated and agreed to above.
- **Standard Emergency Service:** WISE BUILDING TECHNOLOGIES will provide Emergency Service Monday through Friday (<7:30AM-4:00 PM) excluding evenings and weekends, city, state, federal and WISE BUILDING TECHNOLOGIES observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. WISE BUILDING TECHNOLOGIES will provide a response time as stated and agreed to above. Emergency Service requested by the

CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER. WISE BUILDING TECHNOLOGIES will provide a response time as stated and agreed to above.

- 24/7 Emergency Service: 24 hours per day, 7 days per week, city, state, federal and WISE BUILDING TECHNOLOGIES observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. WISE BUILDING TECHNOLOGIES will provide a response time as stated and agreed to above.

Critical Parts Inventory

Scope - WISE BUILDING TECHNOLOGIES will maintain the following list of spare parts determined to be critical to the CUSTOMER'S system(s) maintained or serviced under this Agreement. This inventory will be maintained at the listed quantities by WISE BUILDING TECHNOLOGIES and will only be used for repairs on the CUSTOMER'S systems(s) maintained or serviced under this Agreement. By maintaining a stock of critical parts, system repairs can be made more quickly ensuring less system downtime.

Qty

Description

Model Number

Manufacturer

Location Stored

Storage - Material stored at WISE BUILDING TECHNOLOGIES offices will be properly secured and accessed only for use on the CUSTOMER'S systems(s) maintained or serviced under this Agreement. WISE BUILDING TECHNOLOGIES will allow the CUSTOMER access to this inventory for audit purposes at any time with reasonable notice. CUSTOMER agrees that any material stored at the CUSTOMER'S premises will be suitably secured in a conditioned environment and available only to WISE BUILDING TECHNOLOGIES personnel or properly authorized employees of the CUSTOMER. To reduce possible system down-time, WISE BUILDING TECHNOLOGIES advises and encourages CUSTOMER to maintain this inventory at the CUSTOMER'S premises whenever possible.

Replenishment - WISE BUILDING TECHNOLOGIES will normally replenish material from this inventory within seventy-two (72) hours of usage. In the event that the CUSTOMER uses material from this inventory to repair a system, CUSTOMER shall promptly notify WISE BUILDING TECHNOLOGIES of this usage. All replacement parts and components shall become the property of WISE BUILDING TECHNOLOGIES.

Title - Title to all materials stored under this Agreement, regardless of the location stored, shall remain with WISE BUILDING TECHNOLOGIES until installed on the CUSTOMER'S system(s) maintained or serviced under this agreement.

Warranty - Warranty on items in the Critical Parts Stocking Inventory will begin on the date at which the component, part or material is physically installed. All warranty provisions contained in the Terms and Conditions of this Agreement shall apply.

SPECIAL PROVISIONS

These Special Provisions are incorporated by reference into and made a part of this Agreement.

After Hours Testing: Testing of alarm notification appliances and auxiliary functions such as elevator recall and air handler shutdown will be performed after 5:30 PM Weekdays or on Weekends and will be coordinated with the Building Engineer.

Labor Discount: As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER labor rate for all repairs and/or emergency service performed while this Agreement is in effect. The preferred CUSTOMER labor rate will be 10% less than the published hourly rates.

Parts Discount: As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER discount on all materials purchased on behalf of the CUSTOMER for repairs to systems covered under this Agreement. The preferred CUSTOMER discount will remain in effect while this Agreement is in effect. The preferred CUSTOMER discount will be 20% less than the List Price.

Access: The CUSTOMER shall provide all necessary equipment beyond a 12' Ladder to allow WISE BUILDING TECHNOLOGIES personnel to reach inaccessible equipment and peripheral devices. - OR — WISE BUILDING TECHNOLOGIES shall provide all lifts, including lift rentals as may be needed to access equipment being tested or maintained under this Agreement. The CUSTOMER agrees to pay for the additional costs associated with the rental of the equipment

Secured Areas - CUSTOMER agrees to provide free access to secure areas as may be necessary for WISE BUILDING TECHNOLOGIES to perform the required inspections without delay upon arrival at the CUSTOMER'S premises. CUSTOMER agrees to provide all necessary security credentials for WISE BUILDING TECHNOLOGIES Personnel and WISE BUILDING TECHNOLOGIES agrees to abide by all CUSTOMER security procedures and policies or CUSTOMER may elect to provide a Security Escort for all WISE BUILDING TECHNOLOGIES personnel as may be required and for the duration of the scheduled inspections.

CUSTOMER Assisted Testing: This agreement is based on the CUSTOMER providing one representative to assist with the required Fire Alarm Inspections. If the CUSTOMER representative is not available at the time of the scheduled inspection, CUSTOMER agrees to pay for all additional costs associated with the inspection as a result on a Time & Materials basis.

Emergency Lighting - WISE BUILDING TECHNOLOGIES will annually test and inspect emergency and/or exit lights in accordance with NEC, NFPA, OSHA and all local authorities having jurisdiction regulations. This service will include cleaning of battery terminals and leads. Inspection of bulbs and lamp heads. Wet cell batteries will be cleaned, tightened, and greased, and

the water level will be checked and filled if necessary. An inspection label will be placed on each device. Replacement parts are included/not included in this agreement.

Air Sampling Smoke Detection - WISE BUILDING TECHNOLOGIES will perform Two (2) annual tests per year. Inspection of the power supply, raw airflow, filter, air sampling pipe, and pipe integrity will be performed. Flushing air sampling pipe network and cleaning of all sampling points is not included. Filters will be replaced as required.

Access to Proprietary Software — WISE BUILDING TECHNOLOGIES may not have access to proprietary software or parts on microprocessor based addressable systems. WISE BUILDING TECHNOLOGIES will make every effort to secure any parts required.

Standpipe Testing and Inspection: - WISE BUILDING TECHNOLOGIES will perform a flow test every 5 years at the hydraulically most remote hose connection. A hydrostatic test of dry standpipe systems and dry portions of wet systems shall be conducted every 5 years at 200 PSI for 2 hours. WISE BUILDING TECHNOLOGIES will inspect piping, hangers, hose connections, and other components quarterly. Water flow alarms and supervisory devices shall be tested quarterly. Dry systems will be drained down as necessary. A written report for each inspection will be provided.

Sprinkler Connections: Fire Department Sprinkler Connections will be inspected and maintained quarterly under this Agreement. The following inspections will be performed during each quarterly visit:

- Ensure the connection is visible and readily accessible
- Inspect couplings or swivels for damage and ensure that they rotate smoothly
- Inspect plugs or caps and ensure they are in place and undamaged. If missing, inspect the interior of the connection for obstructions and verify the fire department connection clapper is operational over its full range. Replace the plugs or caps if missing or damaged at no additional charge.
- Inspect gaskets and ensure they are in place and undamaged. Replace the gaskets if they are missing or are damaged at no additional charge.
- Ensure that the identification sign is in place. Replace the identification sign if it is missing or broken at no additional charge.
- Inspect the check valve for leaks.
- Inspect the automatic drain valve for proper operation.

Pressure Reducing Valve Inspection: Each Pressure Reducing Valve will be inspected quarterly to check that the valve is in the proper position, is not leaking and that the valve is maintaining the downstream pressures in accordance with the system's design criteria. A Partial Flow Test adequate to move the valve from its seat will be performed annually to ensure the valve is not obstructed and that it will "re-seat". Full-flow testing at 5-year intervals is required and is not included under this Agreement. This test may be provided on a Time and Materials basis with written authorization from the CUSTOMER.

Hose Connection/Hose Rack Assembly Pressure Reducing Valves: Hose Connection Pressure Reducing Valves and/or Hose Rack Assembly Pressure Reducing Valves will be inspected

Quarterly to verify that the hand-wheel is not broken or missing, the outlet hose threads are not damaged, there are no leaks and the reducer and cap are not missing. A Partial Flow Test adequate to move the valve from its seat will be performed annually to ensure the valve is not obstructed and that it will “re-seat”. Full-flow testing at 5-year intervals is required and is not included under this Agreement. This test may be provided on a Time and Materials basis with written authorization from the CUSTOMER.

Hose Valves: Hose Valves shall each be inspected quarterly for the following: Ensure that hose caps are in place and not damaged, inspect the hose threads for damage, ensure the valve handles are present and not damaged, inspect the gaskets for damage and/or deterioration, check for leaks and check that there are no obstructions or restricting devices present. Each hose valve will be tested annually by opening and closing the valve and lubricating the valve as needed. This test may be provided on a Time and Materials basis with written authorization from the CUSTOMER.

Equipment List

Qty
Description
Model Number
Manufacturer
Location Stored

LABOR RATES

Labor Rates - Labor required in addition to what is outlined in this agreement will be based on WISE BUILDING TECHNOLOGIES’s normal is standard working hours and prevailing labor rates. A two hour minimum charge and a \$85 charge is standard:

Standard rate will be charged at \$85.00 per hour
Overtime rate will be charged at \$127.50 per hour.
Sunday & Holidays will be charged at \$127.50 per hour.