

TERMS AND CONDITIONS

Revision: Rev. 2025-11 Effective Date: November 28, 2025

These Terms and Conditions (Rev. 2025-11, effective November 28, 2025) are incorporated by reference into any proposal that contains the hyperlink <https://www.metrocomsecurity.com/terms> (or any successor URL). Once a proposal is accepted by signature, this version of the Terms and Conditions in effect on the date of acceptance shall govern the project and may not be unilaterally modified. Any amendment must be in writing and signed by both parties.

This Agreement is entered into between MetroCom, Inc. d/b/a MetroCom Security (hereinafter "MetroCom") and the undersigned Client (hereinafter "Client") upon Client's acceptance of the Total Installation Services Cost set out herein. Unless otherwise agreed to in writing, the following Terms and Conditions shall hold true. This proposal remains valid for 30 days from issuance. NO work shall commence prior to receipt of a 50% deposit (the "Initial Deposit") as detailed in Paragraph 11, unless MetroCom, in its sole discretion, elects to proceed. This AGREEMENT represents the complete agreement and understanding between MetroCom and the Client, superseding all prior agreements, communications, or representations, whether written or oral, related to the pricing, services, and goods provided by MetroCom. MetroCom reserves the right to assign its rights to collect payments or enforce this Agreement to a third party, including but not limited to a collection agency or assignee, without prior notice to the Client, and such assignment shall not relieve the Client of its obligations herein. If any provision herein is determined to be invalid or unenforceable pursuant to applicable New York law, including but not limited to warranty disclaimers and liability limitations, such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original, and the remainder of the Agreement shall continue in full effect. This Agreement may be executed in counterparts, each deemed an original, all of which together shall constitute one and the same Agreement. A digital or electronic copy or notice shall be deemed an original under the New York Electronic Signatures and Records Act (ESRA). This contract shall be subject to New York State Law, with exclusive jurisdiction and venue in the courts of Kings County, New York.

1. Installation: MetroCom shall provide the equipment and perform the services outlined herein for the stated fee arrangement. MetroCom agrees to install all equipment listed in this Agreement in accordance with manufacturer standards, in a neat, workmanlike manner, and in compliance with all applicable New York state and local codes, including the New York State Uniform Fire Prevention and Building Code where applicable. All work shall be performed during normal business hours, 8:30 AM to 5:00 PM, Monday through Friday, excluding New York legal holidays, unless expedited, overtime, or off-hours labor is agreed upon at additional cost. MetroCom retains title to all equipment, goods, and materials until the Total Installation Services Cost is paid in full per NY UCC § 2-401; until such payment, the Client holds no ownership interest, and MetroCom may reclaim or remove equipment upon default, subject to NY UCC § 9-609 repossession rules (e.g., without breach of peace). Should the Client fail to ensure site readiness by the scheduled installation date, MetroCom may, upon written notice, reschedule work and recover reasonable costs incurred due to the delay, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710.

2. Warranty: Warranty: 1-Year Parts & 1-Year Labor from the date of installation, effective only upon full payment of the Total Installation Services Cost. The Software/Mobile APP is provided "AS IS," with no implied warranties beyond those mandated by NY GOL § 5-312. During the warranty period, MetroCom shall repair defects in workmanship or provided components free of charge (parts and labor), provided payment is complete. This warranty does not extend to losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than MetroCom's), unauthorized modification, use beyond rated capacity, unsuitable power sources, environmental conditions, acts of God, cosmetic damages, or issues with existing infrastructure or components/wiring provided by the Client or others. This warranty shall be void or repair may be denied, at MetroCom's sole discretion, if the equipment or system is subjected to misuse, improper handling, relocation without MetroCom's prior written approval, obstruction of ventilation, accumulation of dust or debris, unauthorized relocation or modification, unstable or inadequate power (including but not limited to power surges, brown-outs, or use of non-approved UPS/power conditioning), stacking of objects on or against equipment, storage in unsuitable environments (e.g., excessive heat, humidity, or moisture), or any use not in accordance with manufacturer guidelines or MetroCom's written instructions. The Client is solely responsible for maintaining clear access, proper ventilation, stable power, and a clean, dry environment for all installed equipment throughout the warranty period. Warranty service is available 8:30 AM to 5:00 PM, weekdays excluding holidays; emergency service is available 24/7 with a six (6) hour response, billed at the current rate of \$325.00 per hour, portal to portal. This warranty does not auto-renew without notice, per NY GOL § 5-903.

3. Exclusions: Services required to correct conditions caused by acts of God (e.g., floods, lightning), misuse, abuse, accidents, theft, vandalism, or defects in existing systems are expressly excluded from this Agreement and warranty. If such services are required, the Client shall be invoiced for all equipment repaired and/or replaced plus labor at MetroCom's then-current rates, with work proceeding only upon Client approval. MetroCom is not responsible for manufacturer defects, stock shortages, backorders, supply chain delays, or additional equipment lead times beyond its control. Existing wire infrastructure will be tested for compatibility; if it fails to meet manufacturer guidelines, replacement/upgrade costs shall be borne by the Client.

4. Existing Infrastructure & Cabling: MetroCom will visually inspect and functionally test existing pathways and cabling. Testing is non-destructive and limited to continuity, polarity, and basic performance at the time of installation. MetroCom does not certify, warrant, or guarantee the condition, code compliance, or long-term reliability of any pre-existing wiring, conduit, or infrastructure. If existing cabling is found to be unsuitable (including but not limited to use of Cat-3 in place of Cat-5e/6, water damage, untwisted pairs exceeding ½", bridge taps, split pairs, excessive length, or failure to meet TIA/EIA-568 or manufacturer minimum standards), the Client shall approve and pay for all necessary remediation or replacement before work continues. Client's refusal to approve required upgrades shall entitle MetroCom to terminate the Agreement and recover all costs incurred plus a 20% cancellation fee.

5. Qualifications & Not Included: Work is proposed non-union during normal business hours. Expedited, overtime, or off-hours labor may be provided at additional cost. For intercom installations requiring access to all apartment units and basements, the Client shall ensure complete access during scheduled times. Unscheduled delays due to unavailable units during assigned time slots shall incur a fee of \$450 per visit per unit, reasonable under NY law as compensation for actual costs. The system shall utilize existing cabling if suitable; replacement, upgrade, or repair shall be at additional cost. The following are excluded: electrified security/locking devices and hardware (supplied, wired, tested, and installed by others); permits, bonds, or requirements by any government agency or authority having jurisdiction (AHJ); system pathways (conduit, cores, sleeves, pre-sets, boxes); patching, painting, fire stopping, or repairs of any kind; cutover/move-in support; installation of owner-furnished equipment (unless specified); fire alarm connections/testing; AC power connections to electrical panels; elevator or masonry services; scaffolding or aerial lifts; asbestos-related work; toning/testing of others' work; point-to-point or as-built drawings; or bonds. All material is guaranteed as specified, and work shall be substantially completed in a workmanlike manner per manufacturer specifications. Anything not expressly included in this proposal is excluded.

6. Change in the Work: The scope of work may change due to in-field discoveries or Client preferences, necessitating additions, deletions, or modifications. All such changes shall be authorized by a written Change Order detailing the work, cause adjustments, and timeline changes. The Client, or their duly authorized agent, shall approve and sign the Change Order, providing any required deposit, before work proceeds. Should the Client request scope changes without a signed Change Order, MetroCom may pause related work until the Change Order is executed, and the Client shall reimburse MetroCom for reasonable costs incurred due to the pause, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710.

7. Access to Site & Equipment: Unless otherwise stated, MetroCom shall have unrestricted access to the site for activities necessary to perform the services. The Client shall provide lifts, bucket trucks, or scaffolding for equipment over 10 feet above ground and secure storage for all equipment, signing for deliveries and assuming liability for safekeeping until installed. Should the Client fail to provide such access or storage by the scheduled date, MetroCom may, upon written notice, reschedule work and recover reasonable costs incurred due to the delay, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710.

8. Client Provided Items: The Client shall provide, in a timely manner to avoid project delays: ¾" fire-rated plywood in specified locations; 120VAC quad outlets on a dedicated 20-AMP circuit (or as specified) with bus bar grounding terminals within 5 feet; all network, phone, and fire alarm connections; patching, painting, and repairs; and ADMIN credentials for system integration. For TV/monitor mounting, the Client shall provide plywood backing and recessed electrical outlets (e.g., Leviton 689-W). Should the Client fail to provide these items by the scheduled installation date, MetroCom may, upon written notice, reschedule work and recover reasonable costs incurred due to the delay, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710.

9. Equipment/Wiring Installed by Others: MetroCom shall not be liable for equipment, wiring, or installations by others, even if previously functional. Issues such as improper grounding, loose connections, incorrect voltage, or inadequate cabling discovered during installation shall be reported with an estimate for repair, payable by the Client. MetroCom is not responsible for system memory loss or malfunctions caused by such pre-existing conditions.

10. Concealed Conditions: MetroCom shall not be liable for delays, additional costs, or damages arising from concealed or unknown site conditions (e.g., hidden wiring, structural defects, intermittent failure) not disclosed by the Client or reasonably discoverable prior to work commencement. Upon discovery, MetroCom shall notify the Client in writing, and any additional work required shall be subject to a Change Order under Paragraph 6. The Client shall bear the reasonable costs of such adjustments, subject to mutual agreement on scope and pricing.

11. Third-Party Interference: MetroCom shall not be responsible for delays, damages, or system malfunctions caused by interference from third parties (e.g., other contractors, tenants, or utility providers) not under MetroCom's control. The Client shall coordinate with such parties to ensure MetroCom's work proceeds unimpeded. Should interference occur, MetroCom may, upon written notice, adjust the project timeline and recover reasonable costs incurred, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710.

12. Handling of Removed Equipment: In the event MetroCom commences work as scheduled and removes any equipment previously authorized by the Client for disconnection or removal, MetroCom shall bear no responsibility or liability for such equipment, including its condition, storage, safekeeping, or functionality, immediately upon its disconnection or removal from the site. The Client shall, at a minimum 24 hours prior to the commencement of work, notify MetroCom via email specifying either: (a) a designated onsite location where MetroCom shall leave the removed equipment; (b) arrangements for the Client to pick up the removed equipment at the Client's sole expense, including any transportation or handling costs; or (c) that if no direction from the Client is received within 24 hours prior to job commencement, MetroCom is authorized to dispose of the removed equipment onsite at MetroCom's discretion. Failure by the Client to provide such timely notice shall entitle MetroCom to, at its sole discretion, either leave the removed equipment at a location of its choosing onsite or dispose of the removed equipment onsite, and MetroCom shall not be liable for any subsequent loss, damage, theft, or disposal costs. Unless the Client provides written notice to MetroCom at least 24 hours prior to project commencement specifying the initial starting point location for the work, MetroCom reserves the right, in its sole discretion, to commence work at any location it deems appropriate, and the Client waives any claims arising from MetroCom's selection of such starting point. If the Client, for any reason including but not limited to lack of site readiness, unavailability of required items, or other delays, requests MetroCom to reinstall or restore such removed equipment to operational status, the decision to undertake such restoration shall be at MetroCom's sole discretion. Should MetroCom elect to perform such restoration, the Client shall be billed for all associated labor at the emergency service hourly rate of \$325.00 per hour, portal to portal, as specified in Paragraph 2, plus any additional costs for materials or equipment, payable immediately upon completion of the restoration work. MetroCom shall not be liable for the functionality, compatibility, or condition of such restored equipment, and any such work shall not extend or modify the warranty terms herein.

13. Permits & Regulatory Compliance: The Client shall obtain and pay for all permits, licenses, or approvals required for the work, unless MetroCom agrees otherwise in writing. The scope of work is based on standard low-voltage installation practices and does not include engineering, DOB filings, Electrical Code Compliance Review (ECR), Letters of No Objection, or any other DOB/FDNY/HPD approvals unless expressly itemized. The Client is solely responsible for determining whether the work constitutes an “alteration” under the NYC Construction Codes or Local Law 126 (or successor laws) and for obtaining and paying for all required permits, filings, inspections, sign-offs, and certifications. MetroCom makes no representation that the installed system will satisfy DOB, FDNY, or any authority having jurisdiction unless MetroCom is specifically contracted and compensated to provide such compliance services via Change Order. Integration with, testing of, or certification for FDNY Auxiliary Radio Communication Systems (ARCS), Emergency Responder Radio Coverage (ERRS), or any in-building first-responder radio enhancement system is expressly excluded unless specifically included in the scope of work. Any deficiencies identified during FDNY inspection requiring additional equipment or labor shall be addressed via Change Order at the Client’s expense.

14. Billings/Payments & Deposits: A deposit of 50% of the Total Installation Services Cost (the “Initial Deposit”) is due upon acceptance, 25% upon equipment delivery, and the final 25% upon completion, payable onsite on the last day of work. Failure to pay the Initial Deposit within five (5) business days of acceptance shall entitle MetroCom to delay preparation without penalty until payment is received, and MetroCom may recover reasonable costs incurred due to the delay, not to exceed \$250, as agreed compensation under NY UCC § 2-710. The Client’s acceptance constitutes a binding promise to pay, enforceable under NY contract law. Equipment orders are final upon signing; cancellation incurs a 20% restocking fee plus shipping costs, reasonable under NY UCC § 2-718. MetroCom retains a security interest in all equipment per NY UCC § 9-203, and the Client authorizes MetroCom to file a UCC-1 financing statement. The Client shall provide billing details (e.g., contact name, address, special requirements) upon signing.

15. Late Payments Accounts: Unpaid 30 days after invoicing shall incur a 1.5% monthly service charge (18% annually), compliant with NY GOL § 5-501. If unpaid after 90 days, the Client shall pay collection costs, including reasonable attorney’s fees, per NY CPLR § 5001. MetroCom may suspend services for non-payment after 7 days’ notice and recover reasonable costs incurred due to the suspension, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710.

16. System Training, Handover & Final Acceptance: One (1) basic end-user/admin training session of up to one (1) hour is included at substantial completion. Additional or advanced training, re-training, or custom programming is billable at \$325 per hour. Electronic delivery of all user credentials, user manuals, and a signed training acknowledgement form shall constitute the Client’s final acceptance of the system and trigger immediate payment of the final 25% balance. If the Client fails to attend the scheduled training or sign the acknowledgement within five (5) business days of substantial completion, the system shall be deemed accepted and final payment shall become due.

17. Cloud Services, Mobile Apps & Recurring Fees: Many systems require separate cloud storage, remote viewing apps, or manufacturer subscription services. Unless specified otherwise, these services are provided and billed directly by the manufacturer or third-party provider—MetroCom is not a party to those agreements. The Client is solely responsible for opening accounts, maintaining active subscriptions, and paying all recurring fees. MetroCom shall have no liability for loss of remote access, cloud recording, or functionality if the Client fails to maintain an active subscription or violates the provider’s terms of service.

18. Network & Cybersecurity Responsibility: The Client is solely responsible for network design, firewall configuration, VLAN segregation, password management, firmware updates, and all other cybersecurity measures post-installation. Unless a separate managed-services agreement is executed, MetroCom has no obligation to secure, monitor, or maintain the system against hacking, ransomware, unauthorized access, or data breach. The Client shall immediately change all default passwords upon substantial completion and shall maintain industry-standard security practices. The Client shall indemnify, defend, and hold MetroCom harmless from any third-party claims, damages, or losses arising from cybersecurity incidents, data breaches, or system compromise occurring after substantial completion, except to the extent caused by MetroCom’s gross negligence or willful misconduct.

19. Privacy Laws, Recording Consent & Signage: The Client represents and warrants that the placement and use of all cameras, audio devices, and recording equipment comply with New York Penal Law §§ 250.00–250.65 (eavesdropping), the New York City Administrative Code, and all applicable federal and state privacy laws. The Client is solely responsible for posting all required privacy and surveillance signage and for obtaining any necessary tenant, employee, or third-party consents. MetroCom shall have no liability for claims of illegal surveillance, invasion of privacy, or violations of wiretap/recording laws arising from camera placement, field-of-view, or system configuration requested, directed, or approved by the Client or its agents.

20. Limitation of Liability: In recognition of the relative risks and benefits, the Client agrees that MetroCom’s total liability for any claims arising from this Agreement, including negligence, shall not exceed amounts paid by the Client, enforceable under NY law absent gross negligence or willful misconduct. MetroCom is not liable for consequential or punitive damages, per NY CPLR § 4101.

21. Indemnification: The Client shall indemnify MetroCom from claims arising from Client actions or existing conditions, subject to NY GOL § 5-322.1, voiding overbroad indemnities for MetroCom’s negligence.

22. Force Majeure: MetroCom shall not be liable for delays due to acts of God, labor disputes, or events beyond its reasonable control. The Client remains liable for costs incurred prior to such events.

23. Intellectual Property: The Client acknowledges that all system designs, including but not limited to layouts, schematics, wiring diagrams, configurations, technical specifications, installation methods, and any other proprietary knowledge or know-how (collectively, “MetroCom IP”), developed or provided by MetroCom in connection with this Agreement, are the exclusive intellectual property of MetroCom. The Client shall not use, replicate, distribute, disclose, or exploit MetroCom IP, whether directly or through a third party, for any purpose—including but not limited to designing, installing, modifying, or maintaining systems—without MetroCom’s prior written consent. Any unauthorized use shall constitute a material breach of this Agreement, entitling MetroCom to: (a) seek immediate injunctive relief under NY CPLR § 6301 to halt such use; (b) recover damages, including a reasonable licensing fee equivalent to 150% of the Total Installation Services Cost as liquidated damages for the value of MetroCom’s expertise, per NY UCC § 2-718; (c) reclaim any equipment or materials provided, per NY UCC § 9-609; and (d) pursue reasonable attorney’s fees and costs, per NY CPLR § 5001. Additionally, the Client’s license to use the installed system shall be suspended until such breach is cured to MetroCom’s satisfaction, and MetroCom may terminate this Agreement with all payments due immediately accelerated, ensuring MetroCom is compensated for its intellectual contributions and preventing the Client from benefiting from MetroCom’s knowledge without payment.

24. Termination / Cancellation (a) Termination by Client – If the Client, for any reason, elects to discontinue the installation, cancel, or terminate this Agreement: (i) prior to MetroCom placing any equipment orders, MetroCom shall refund the Initial Deposit within ten (10) business days less a twenty-five percent (25%) administrative/cancellation fee; (ii) after MetroCom has ordered equipment, MetroCom shall refund the Initial Deposit within ten (10) business days less: (A) twenty-five percent (25%) of the Initial Deposit, (B) a fifteen percent (15%) restocking fee on the cost of all ordered equipment plus all shipping/return freight charges, and (C) the full cost of any non-returnable or custom-fabricated items; (iii) after any work has commenced on site, the Client shall owe 100% of all costs incurred by MetroCom up to the date of termination plus a twenty-five percent (25%) cancellation fee on the remaining balance of the Total Installation Services Cost. In all cases, any New York State sales tax previously collected shall be refunded to the Client only upon MetroCom’s receipt of the refund from the State of New York.

(b) Termination by MetroCom – MetroCom may, at its sole and absolute discretion and for any reason or no reason, terminate this Agreement at any time upon written notice to Client. Upon such termination: (i) Client shall immediately pay MetroCom for all labor, materials, equipment, and expenses incurred through the date of termination plus a twenty-five percent (25%) fee on the unpaid balance of the Total Installation Services Cost as reasonable compensation for lost profit and administrative burden; (ii) MetroCom shall have no further obligation to perform; and (iii) MetroCom retains all rights and remedies under this Agreement, including but not limited to reclamation of equipment (NY UCC § 9-609) and filing of mechanic’s liens.

(c) Survival of MetroCom’s Rights – MetroCom’s right to terminate under subsection (b) above shall survive Client’s acceptance and shall not be deemed waived by MetroCom’s commencement of performance. The parties acknowledge that MetroCom’s discretionary termination right is supported by independent consideration, including but not limited to MetroCom’s agreement to reserve labor and materials capacity and its forbearance from pursuing other projects.

25. MetroCom’s Remedies: Upon Client breach: MetroCom may: (a) suspend services with notice; (b) reclaim equipment per NY UCC § 9-609; (c) recover liquidated damages as specified herein; and (d) pursue costs and reasonable attorney’s fees per NY CPLR § 5001. The Client waives claims for delays arising from such actions, subject to NY UCC § 1-304 good faith requirements. MetroCom may also, upon written notice, adjust project timelines or costs to mitigate losses from Client delays or failures, with Client consent not to be unreasonably withheld.

26. Lien Rights: In the event of non-payment, MetroCom reserves its right to file a mechanic’s lien against the property where services are performed, pursuant to New York Lien Law § 3, provided MetroCom complies with all notice and filing requirements under NY Lien Law §§ 10-11. The Client acknowledges that such lien may be filed to secure payment for labor and materials furnished, and MetroCom may pursue foreclosure if payment remains outstanding after 90 days, subject to NY law.

27. Assignment of Collection Rights: MetroCom may assign its rights to collect payments due under this Agreement, including any associated remedies or lien rights, to a third party, such as a collection agency or financial institution, at its sole discretion and without prior notice to the Client. Such assignment shall not affect the Client’s obligations to pay the Total Installation Services Cost or any other amounts due hereunder, nor shall it relieve MetroCom of its obligations to perform the services outlined herein, unless otherwise agreed in writing. The Client’s consent shall not be required for such assignment, and any assignee shall be entitled to enforce MetroCom’s rights under this Agreement as if it were MetroCom, subject to NY UCC § 9-405.

28. Client Insolvency or Bankruptcy: In the event of Client insolvency, bankruptcy, or assignment for the benefit of creditors, MetroCom may, at its sole discretion and upon written notice: (a) suspend performance until payment assurances satisfactory to MetroCom are provided, per NY UCC § 2-609; (b) demand immediate payment of all outstanding amounts; or (c) terminate this Agreement, retaining all rights to reclaim equipment and recover costs incurred. The Client shall notify MetroCom in writing within five (5) business days of any such event, and failure to do so shall constitute a material breach.

29. Substantial Completion and Acceptance: Work shall be deemed substantially complete when the system is operational for its intended use, as determined in accordance with industry standards. The Client shall inspect the work within three (3) business days of notice of completion and provide written acceptance or a detailed list of deficiencies. Failure to respond within this period shall constitute acceptance. Disputes over completion shall be resolved through mediation in Kings County, New York, before litigation, with costs shared equally unless otherwise ordered.

30. Regulatory Changes: MetroCom shall not be liable for additional costs or delays due to changes in laws, regulations, or codes enacted after the Agreement’s execution that increase the cost or time of performance. Such changes shall be addressed via a Change Order under Paragraph 6, with the Client bearing reasonable additional costs, subject to mutual agreement.

31. Data Security and System Misuse: MetroCom shall not be liable for data breaches, cyberattacks, or system misuse resulting from Client failure to maintain adequate security measures (e.g., passwords, network protection) post-installation. The Client shall indemnify MetroCom from claims arising from such incidents, unless caused by MetroCom’s gross negligence. MetroCom’s liability for breaches caused by its own systems shall be limited to amounts paid under this Agreement, per Paragraph 20.

32. Insurance Requirements: The Client shall maintain general liability insurance covering the project site during MetroCom’s performance, naming MetroCom as an additional insured, with limits of at least \$1,000,000 per occurrence. Proof of coverage shall be provided upon request. MetroCom shall maintain its own insurance but shall not be liable for losses beyond its policy limits or Client’s coverage.

33. Site Safety: The Client shall ensure the site is safe and free of hazards (e.g., exposed wiring, asbestos, mold, etc.) during MetroCom's work. MetroCom may suspend work if conditions are unsafe, with costs borne by the Client per Paragraph 25.

34. Cooperation and Good Faith: The Client shall cooperate with MetroCom in good faith to facilitate timely performance of the services, including prompt responses to requests for information or approvals. Should the Client fail to cooperate, MetroCom may, upon written notice, adjust project timelines or recover reasonable costs incurred due to the delay, not to exceed \$250 per instance, as agreed compensation under NY UCC § 2-710, provided MetroCom acts reasonably to mitigate such costs.

35. Performance Timeline: MetroCom shall perform the work in a reasonable timeframe, subject to Client cooperation and conditions beyond MetroCom's control. Time is not of the essence unless specified.

36. Tax Status: Taxes are excluded unless specified. Client must provide tax-exempt documentation within three (3) days of signing, or MetroCom will charge and remit New York sales tax per NY Tax Law § 1132. Per Tax Bulletin ST-113, clients may seek a refund for exemptions or capital improvements directly from the Tax Department after taxes have been remitted (see TB-ST-350). MetroCom, not being tax experts, is not obligated to assess or accept exemption claims or forms. Contact NYS DTF for guidance.

37. Notices: All notices shall be in writing, delivered personally, by certified mail, or electronically per NY ESRA, to the addresses and email addresses used in original communications.

38. No Waiver: Failure by MetroCom to enforce any provision herein shall not constitute a waiver of that or any other provision. All waivers must be in writing and signed by MetroCom to be effective, per NY law.

39. Modification of Agreement: Any changes to this Agreement must be made in writing and signed by both parties to be effective. No oral modifications or unilateral changes will be binding.

40. Confidentiality: Both parties shall keep confidential all non-public information disclosed during this Agreement, using it solely for the project's purpose, except as required by law.

41. Client Authority: The Client represents that it has full authority to enter this Agreement and provide MetroCom access to the site, free of legal impediments.

42. Clarification and Satisfaction: Assumptions can lead to misunderstandings. We encourage you to ask questions to ensure clarity and alignment, as your satisfaction is our priority.

43. Dispute Resolution: Any dispute arising under this Agreement shall first be submitted to mediation in Kings County, New York, with a mutually agreed mediator, costs shared equally unless otherwise ordered. If mediation fails within 30 days, either party may pursue litigation in Kings County courts. MetroCom may recover reasonable attorney's fees and costs if it prevails, per NY CPLR § 5001.

44. Withdrawal & Bid Retraction: MetroCom reserves the right to withdraw or cancel this proposal at any time prior to Client acceptance and payment, consistent with NY freedom of contract.

45. Survival Provisions: regarding payment, warranties (to the extent obligations remain), intellectual property, limitation of liability, indemnification, and any other provision that by its nature should survive shall survive termination or expiration of this Agreement.

46. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any subsequent owner of the premises. This Agreement shall also be binding upon the estate, heirs, personal representatives, and legal successors of the Client in the event of death or incapacity.

47. No Back-Charges or Set-Offs: Client shall not back-charge, set-off, or withhold payment for claims arising from the work of others or conditions outside MetroCom's control.

48. No Trouble Found (NTF) Service Calls: If a warranty or service call reveals no defect in MetroCom-installed equipment or workmanship ("No Trouble Found"), Client shall pay a minimum diagnostic/trip fee of \$450 (normal hours) or \$750 (off-hours/emergency).

49. Video Retention: MetroCom does not guarantee retention of recorded video beyond the recorder's standard overwrite cycle (typically 14–60 days) unless a separate cloud or extended-storage agreement is executed.

50. Attorney's Fees on Collection: In any action to collect amounts due under this Agreement, Client shall pay MetroCom's reasonable attorney's fees and collection costs regardless of whether litigation is commenced.

To signify that the above prices, specifications, and conditions are satisfactory and hereby accepted, please endorse below with the authorized signature. Your signature constitutes a binding promise to pay, enforceable under New York law.

Agreed & Accepted:

MetroCom, Inc.

Client:

(Officer Name) (Title)

Full Name

(Signature)

(Authorized Signature)

Date Accepted: _____

Date Accepted: _____