

5 Alarm Fire and Safety Equipment LLC Terms and Conditions of Access and Use

Welcome to 5 Alarm Fire and Safety Equipment, LLC (this "Site"), a web site maintained by 5 Alarm (the "Company"). These Terms and Conditions of Use set forth the terms and conditions under which users are authorized to have access to and use this Site.

ACCEPTANCE

Any use of this Site by you conclusively indicates that these Terms and Conditions of Access and Use have been reviewed and accepted by you. If you do not agree with any of the provisions of these Terms and Conditions of Use, you should not use this Site.

CONTENT

The content of this Site ("Content") is the property of the Company, and all right, title and interest in all Content belongs solely to the Company. You may access and use Content for any legitimate business purpose; provided, however, that you may not use this Site or any Content for any purpose prohibited by the Company, in its sole discretion, upon notice of such prohibited purpose from the Company.

INTELLECTUAL PROPERTY RIGHTS

The Company owns and operates this Site. Unless identified with the designation "Copy Free", all names, titles, logos, and designs identifying the products and brands of the Company – including any derivative and related names, titles, logos and designs, appearing in this Site – are trademarks of the Company and its sole property. Any other names, titles, logos and designs appearing on this Site are the property of their respective owners.

This Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, photographs, graphics, images, illustrations and software, and the entire Content is protected by copyright as a collective work and/or compilation under the United States copyright laws, international conventions and other copyright laws. The Company owns a copyright in the Content original and in the selection, coordination, arrangement and enhancement of all Content.

Any reproduction, modification, publication, transmission, retransmission, framing, misuse, misappropriation, unauthorized use, transfer, sale, distribution, performance, display, creation of a derivative work or any other exploitation of any Content, in whole or in part, without the express written consent of the Company is strictly prohibited. Notwithstanding the foregoing, any user of this Site is granted a limited license to download Content for personal use only provided that all copyright and other notices in any downloaded Content are maintained. By downloading Content, the user agrees and acknowledges that the user does not acquire any ownership or other use rights to any Content or this Site by downloading such Content. Except as expressly authorized above, nothing contained in this Site or these Terms and Conditions of Access and Use shall be construed as conferring, by implication, estoppel or otherwise, any license or right under any patent, trademark, copyright or other property right of the Company or any third party.

Individual documents published by the Company on this Site may contain other proprietary notices and copyright information specific to such individual document. Any product, process, or technology in such individual documents may be the subject of other intellectual property rights reserved by the Company or a third party and are not to be licensed under these Terms and Conditions of Access and Use. If you are interested in using any Content in any manner except as expressly authorized above, you should contact the Company for information on licensing.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Neither the Company nor any of its affiliates, officers, directors, employees, third party content providers, licensors, agents or representatives makes any warranty or representation of any kind, either express or implied, with respect to this Site, any Content or any products or services offered through this Site, including, but not limited to, any warranty that this Site will be operable, uninterrupted, virus free or error

free, any warranty of title, any warranty of privacy, any warranty of dependability, accuracy, timeliness, authenticity, completeness or reliability, or any warranty of merchantability or fitness for a particular purpose.

By using this Site, you acknowledge and agree that this Site and all Content are provided on an “as is, where at” basis without any warranty or representation of any kind, either express or implied, with respect to this Site, any Content or any products or services offered through this Site, including, but not limited to, any warranty that this Site will be operable, uninterrupted, virus free or error free, any warranty of title, any warranty of privacy, any warranty of dependability, accuracy, timeliness, authenticity, completeness or reliability, or any warranty of merchantability or fitness for a particular purpose.

In no event will the Company or any of its affiliates, officers, directors, employees, third party content providers, licensors, agents, or representatives be liable to any person or entity for damages of any nature whatsoever arising out of or in connection with the use of this Site or any linked web site. This is a comprehensive limitation of liability that you agree is fair and reasonable concerning your use of this Site and applies to all harm, liabilities, injuries, losses, damages, costs and expenses of any kind whatsoever, including, but not limited to, direct, indirect, incidental, special, compensatory, or consequential damages, regardless of how same arise, whether in tort, negligence, statute, contract, common law, equity or otherwise, and whether for or in connection with loss of programs or data, loss of income, revenues or profits, loss of anticipated sales, loss of opportunity, business interruption, failure to realize expected savings, damage to person or property, claims of third parties or otherwise.

LINKS

This Site may from time to time be linked to other web sites. The Company is not responsible for any content contained on any web site that is not maintained by the Company. No link from this Site to a third party web site, or from a third party web site to this Site, is an endorsement, sponsorship or recommendation by the Company of such third party web site. The Company will have no liability to users arising from any link from a third party web site to this Site or from this Site to a third party web site.

INFORMATION PROVIDED

All comments, graphics, ideas and other information you provide to the Company through this Site will become the property of the Company without any compensation to the user. To the extent you are requested to provide any information to the Company while using this Site, you represent and warrant that such information will be accurate and complete in all respects.

INFORMATION COLLECTED

The Company may collect information about you and your use of this Site (including, but not limited to, your name, email address, street address and telephone number, credit card information, and length of time spent by you on this Site) for many purposes. You consent to the Company’s use of such information for any lawful purpose. Any personally identifiable information you provide through this Site (e.g., information that can identify the user, including, but not limited to, your name, email address, street address, telephone number, employer and occupational title) will be subject to the Privacy Policy posted on this Site.

MISUSE OF INFORMATION

The Company uses precautions to protect information provided by you to the Company through this Site from misuse or unauthorized disclosure in accordance with the Privacy Policy posted on this Site. However, the Company does not guarantee that any such information is secure from misuse or unauthorized disclosure, and the Company will not have any liability to you for any misuse or unauthorized disclosure of such information.

INDEMNIFICATION AND HOLD HARMLESS

You understand and expressly agree that all access to and use of this Site is at your sole risk. You will indemnify and hold harmless the Company from and against all harm, liabilities, injuries, losses, damages, costs and expenses incurred by the Company (including, but not limited to, fees and disbursements of

counsel to the Company) in connection with your access to or use of this Site or any Content, except to the extent such harm, liabilities, injuries, losses, damages, costs or expenses are due solely to the negligence of the Company. You agree that you shall not take any action against the Company or any of its affiliates, officers, directors, employees, third party content providers, licensors, agents, or representatives in any connection with any matter relating to or arising out of your access to or use of this Site.

TERMINATION AND MODIFICATION

The Company may terminate this Site and modify any Content at any time, in each case, without notice to you and without liability to you for such termination or modification.

NOTICES

You may send notices to the Company at 5 Alarm Fire and Safety Equipment, LLC, 350 Austin Circle Delafield, WI 53018-2171, or email sales@5alarm.com. Any such notice will be effective upon actual receipt by the Company. The Company may send notices to you through email, regular mail or a posting on this Site. Any such notice will be effective upon actual receipt by you in the case of email or regular mail or upon posting in the case of posting on this Site.

MISCELLANEOUS

These Terms and Conditions of Access and Use (a) may be amended by the Company at any time without notice to you, (b) inure to the benefit of and are binding upon you and the Company and each of your and the Company's successors and assigns, except that you may not assign any of your obligations under these Terms and Conditions of Access and Use without the written consent of the Company, (c) shall be governed by, and interpreted and enforced in accordance with, the internal law of the State of Wisconsin without regard to principles of conflict of laws, and (d) constitute the entire agreement and understanding between you and the Company with respect to your access to and use of this Site and supersede all prior oral and written proposals, representations, understandings and agreements. You and the Company will submit all disputes in connection with any matter relating to or arising out of your access to or use of this Site exclusively to a federal or state court located in Waukesha County, Wisconsin, and you consent to the jurisdiction of such court for such dispute and acknowledge such court to be a proper venue for such dispute.