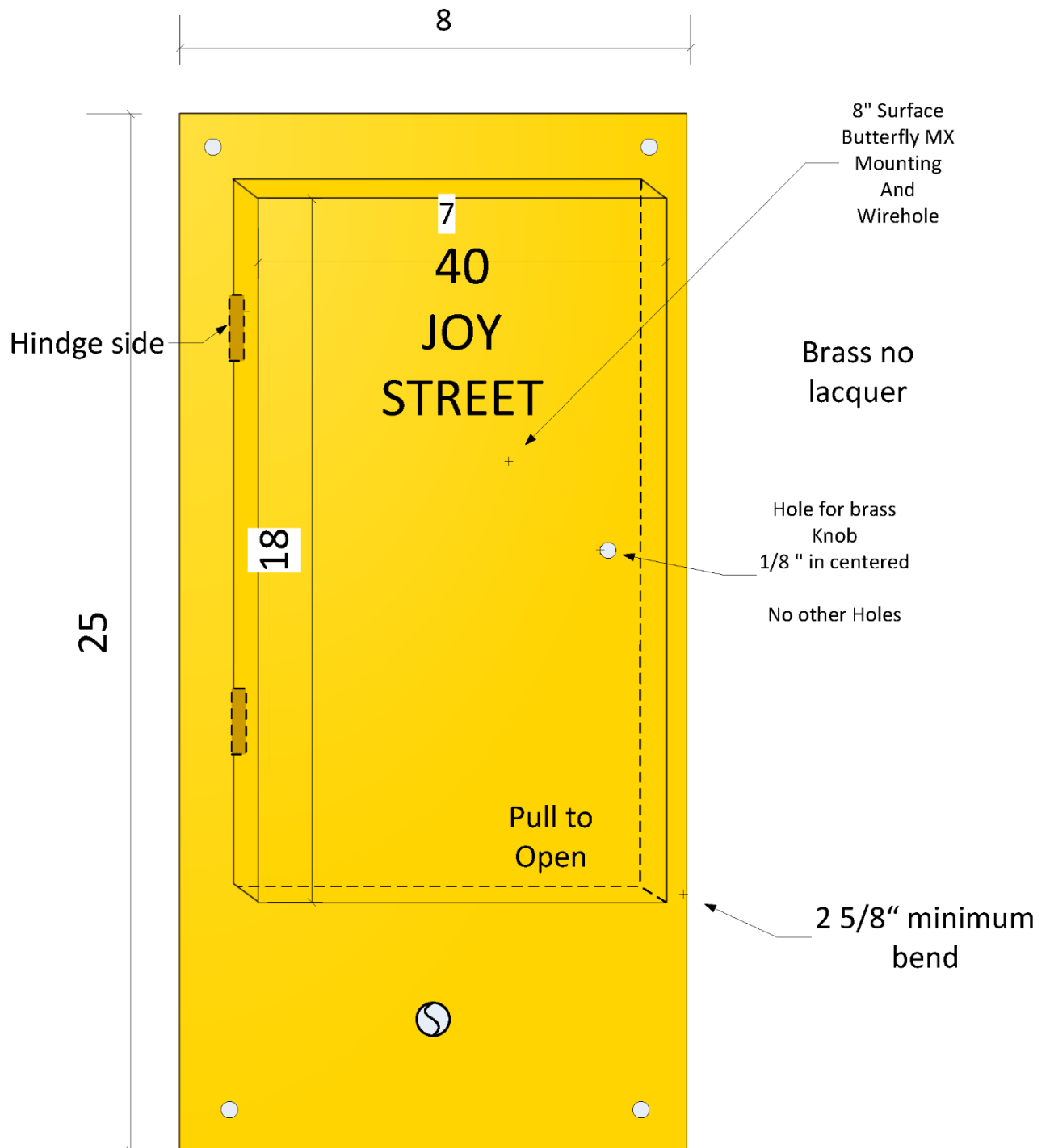


40 Joy Street current conditions









40 Joy Street proposed installation

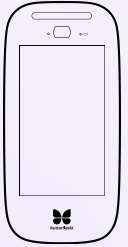




1 Chestnut Street, current ButterFlyMX Intercom



1 Chestnut Street, current ButterFlyMX Intercom



8" Surface Mount Intercom

Product Specifications

Display

- Brightness: 1500 nit (cd/m2)
- Diagonal length: 8"
- Resolution: 720 × 1280
- Contrast ratio: 1000 (typical)
- Capacitive touch with multi-touch capability
- Anti-reflection and anti-fingerprint coated (anti-UV for the blacked-out portion around the screen)
- Chemical resistant: 26H (hardness)

Features

- Credential reader (RFID, compatible with ButterflyMX Access Control System)
- Wide-angle camera for optimized field of view
- Audio noise cancellation
- Security light
- ADA-compliant help button on bottom of intercom
- Intuitive mounting system design
- Robust aluminum housing with silver powder coating
- Temperature: -40°C ~ +60°C (-40°F ~ +140°F); 5-95% humidity non-condensing
- Wiegand compatibility (coming soon)

Dimensions

- 11.54" H x 5.67" W x 2.43" D (maximum depth)
- Weight (with mounting plate): 4lbs 7oz

Power Requirements

- Intercom input voltage: 9-24VDC (powered by AC power brick)
- DC Output: DC +24V @ 2.08A
- Standby Power Consumption: 12.7W
- Maximum Power Consumption: 34W
- Relay Max Switching Current: 2A (Max Switching Power 62.5VA)
- UPS required, not provided

Network Requirements

- Wired connectivity: Ethernet (Cat 5e/Cat6, minimum bandwidth of 2 Mb/s)
- Wireless: WiFi (802.11ac, 5GHz)
- Alternative connectivity methods: Point-to-point, Cellular router

Certifications

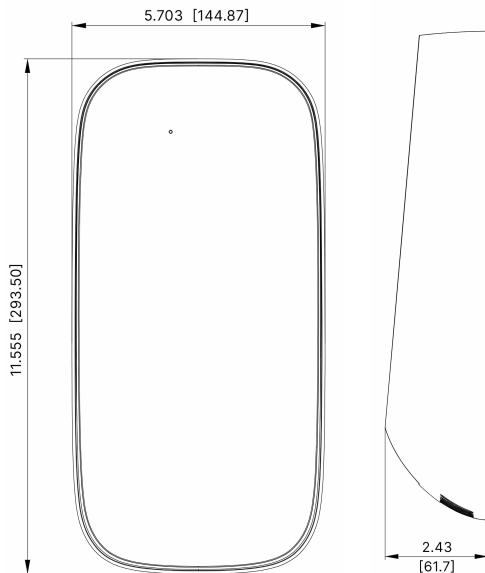
- IP65 dust and water resistance
- FCC Part 15
- IC (Canada)
- CE (EU)
- UL 62368, 50E, 294
- CP65
- TSCA
- IFETEL and NOM
- Materials: REACH, WEEE 3R, and ROHS

8" Surface Mount Intercom

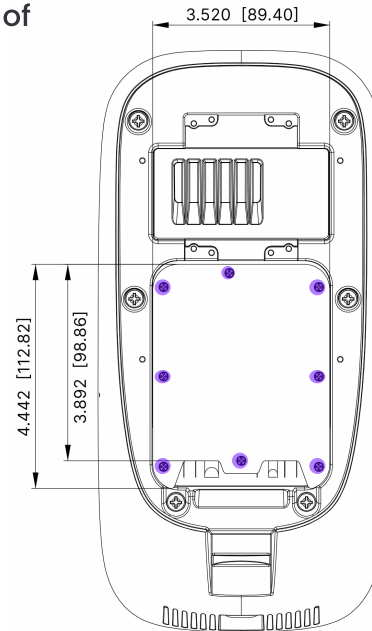
Product Cut Sheet

 Images are not to scale.

Front and Side of Intercom

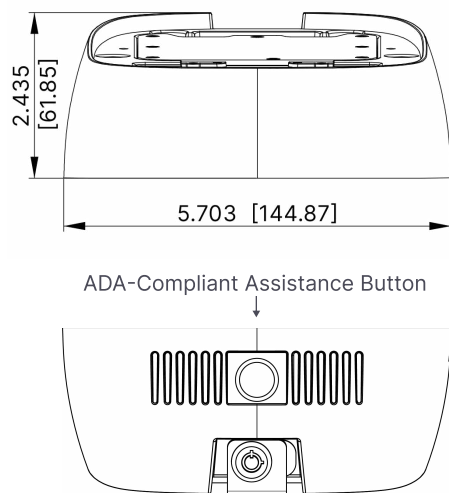


Rear Side of Intercom

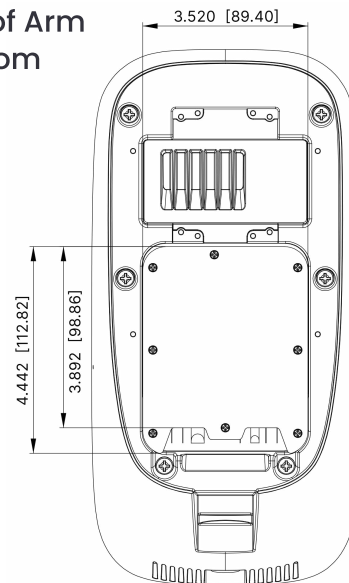


The purple highlighted screws are the removable screws required to access I/O ports.

Top and Bottom Side of Intercom



Rear Side of Arm and Intercom



Version: **v1 (updated 10/24/23)**

Software: **v2.1**

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(800) 398-4416 ext. 2

support@butterflymx.com

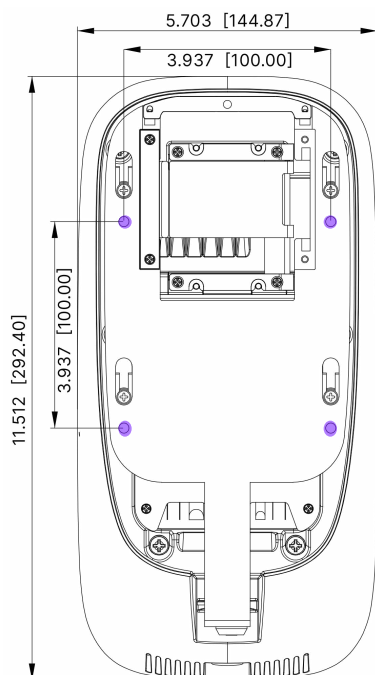
butterflymx.com

8" Surface Mount Intercom

Product Cut Sheet

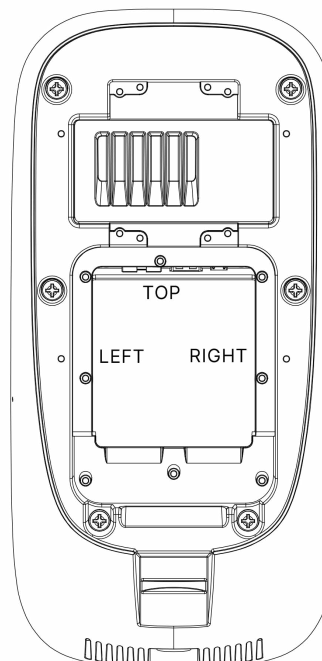
 Images are not to scale.

Back Plate

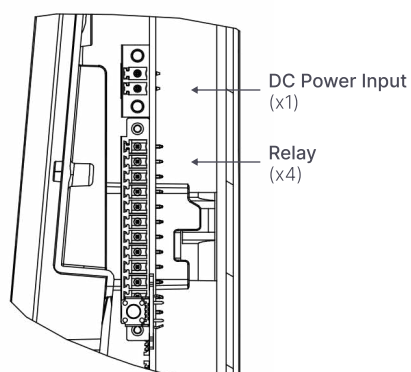


The purple highlighted holes are for mounting.

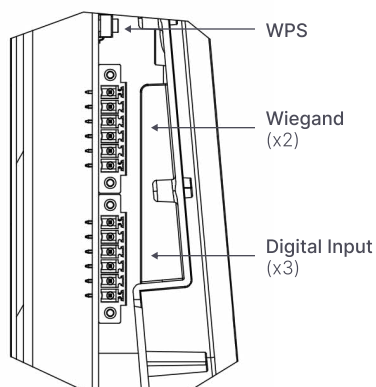
I/O Plate Removed



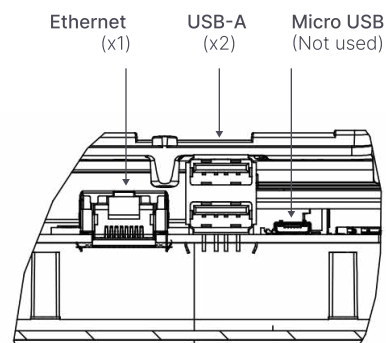
Left Side Interface



Right Side Interface



Top Side Interface

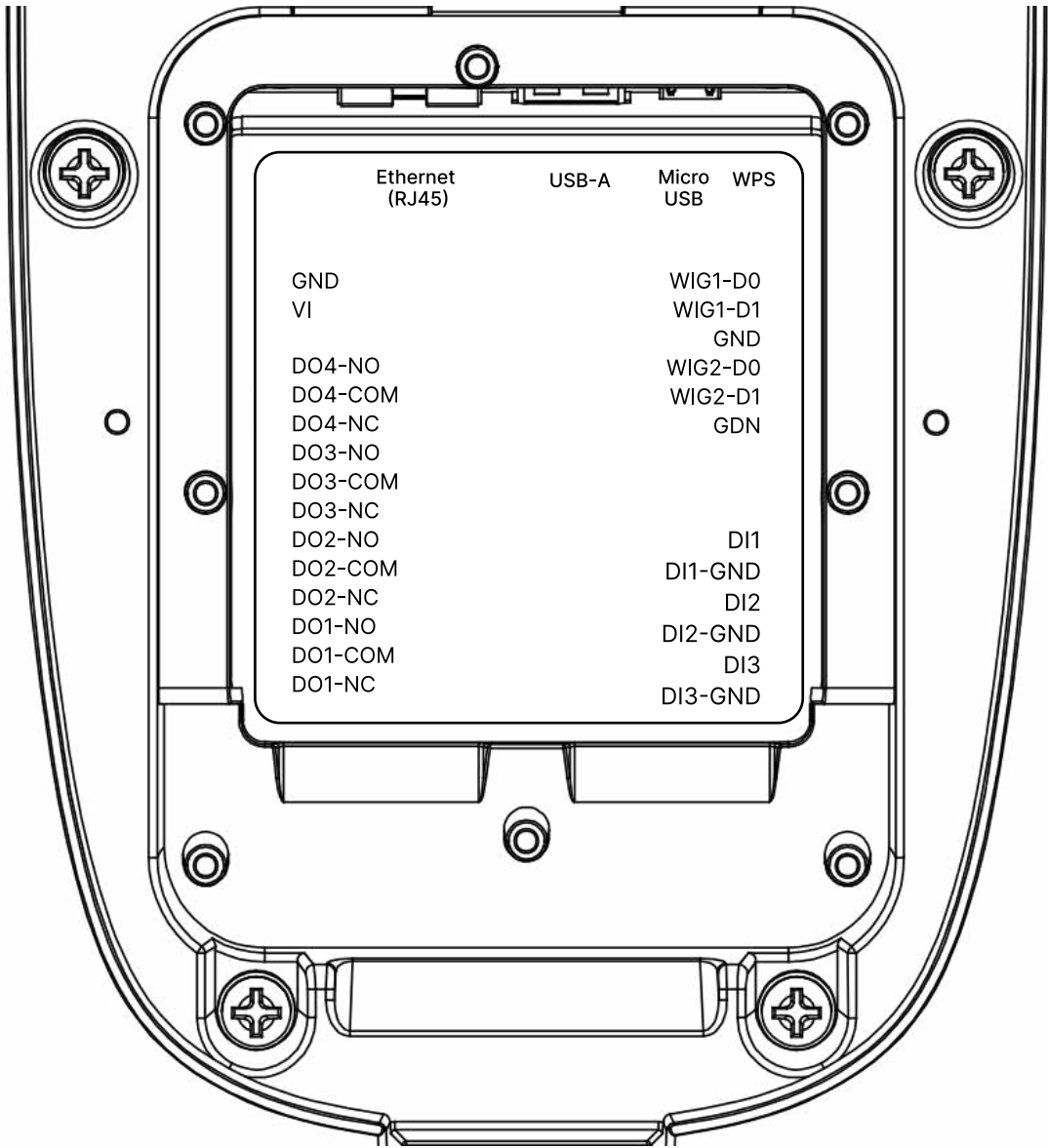


8" Surface Mount Intercom

Product Cut Sheet

 Images are not to scale.

Door Open (Interior Panel Diagram Detail)

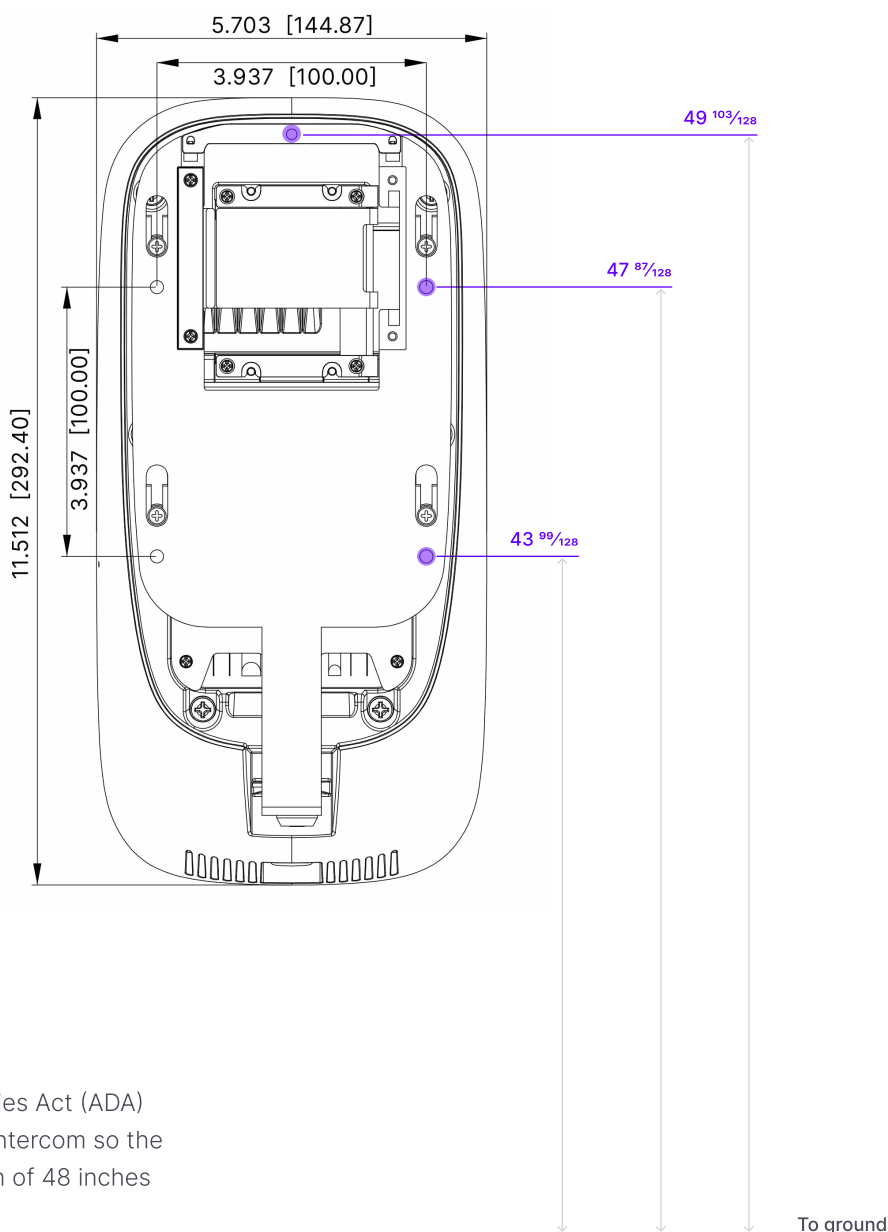


8" Surface Mount Intercom

Product Cut Sheet

 Images are not to scale.

ADA guidelines



The Americans with Disabilities Act (ADA) recommends mounting the Intercom so the touchable area is a maximum of 48 inches from the ground.

ACP Communications Corp
Fire & Security
PO Box 3065
Woburn, MA 01888



Proposal: Street & Company ButterflyMX Installation

Prepared for:

Mike Fay
of
Street & Company

Prepared by:

Matthew Duffy
on
11/4/2025

Proposed

Quote # ACPQ13150

Date: 11/4/2025

Sales Rep. Matt

Quote To:

40 Joy Street
C/O Street & Company
35 Beacon St.
Boston MA 02108
Att. Mike Fay

Property Name:

40 Joy Street
40 Joy Street
Boston Ma 02116

PH. 617-742-3787 FX.

ButterflyMX Installation

Qty	Description	Unit Price	Ext.Price
1	8" SURFACE MOUNT TOUCHSCREEN PANEL & 2 YEAR WARRANTY		
1	BRASS COVER FOR INTERCOM		
1	BRASS BACKPLATE		
1	RECESSED BRASS POSTAL LOCK RELAY INTEGRATION WITH BUTTERFLYMX		
25	BUTTERFLYMX FOB		
1	MINI PROGRAMMABLE TIMER,BUZZER OUTPUT,FORM C RELAY		
0.5	24/4 CAT5E CMR WHITE		
0.5	18/2 STR JKT		
1	850VA DESKTOP LCD UPS WITH 12 (6 BATTERY BACKUP) OUTLETS AND 5' CORD		
1	12/ 24VDC 1.6A UL LISTED P/ S GY		
1	BUTTERFLYMX SYSTEM SET-UP COORDINATION BY ACP		
1	BUTTERFLYMX SHIPPING (INTERCOM)		
1	BUTTERFLYMX SHIPPING (SMALL ACCESSORY)		
1	ELECTRICAL SUPPLIES FOR INSTALLATION		
	INSTALLATION LABOR: 1 TECH, 1 ASSIST		
	SUBTOTAL		\$6,743.41

Qty	Description	Unit Price	Ext.Price
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SCOPE OF WORK:

- ACP SHALL INSTALL AN 8" SURFACE MOUNT BUTTERFLYMX SYSTEM
- ACP SHALL INSTALL A BRASS COVER, ENGRAVED WITH "40 JOY STREET" AND "PULL TO OPEN"
- ACP SHALL INSTALL A BRASS POSTAL LOCK
- ACP SHALL PROVIDE (25) BUTTERFLYMX KEY FOBS FOR PROGRAMMING
- ACP SHALL RUN INTERNET WIRE AND POWER TO THE PANEL
- ACP SHALL WORK WITH ISP AND BUTTERFLYMX TO ENSURE THE UNIT IS FULLY FUNCTIONAL
- ACP SHALL INSTALL AN UNINTERRUPTED POWER SUPPLY AND SURGE PROTECTOR
- BUTTERFLY WILL ASSIST WITH THE INITIAL PROGRAMMING.
- ANNUAL SOFTWARE AND SUPPORT SHALL BE PAID DIRECTLY FROM THE CUSTOMER TO BUTTERFLY.
- BUTTERFLY WILL SET THE CUSTOMER UP WITH SOFTWARE ACCESS TO MAKE CHANGES.

NOTE:

THE BRASS COVER WILL BE WIDER THAN THE CURRENT INTERCOM. WHILE ACP CAN PROVIDE AND INSTALL THE BRASS COVER AND POSTAL LOCK PROVISION, ANY REQUIRED WOODWORK BY THE BHAC WOULD BE OUTSIDE THE SCOPE OF ACP. MOCKUPS CAN BE PROVIDED UPON REQUEST.

CUSTOMER MUST OBTAIN INTERNET FOR THE BUILDING THAT HAS AN UPLOAD/DOWNLOAD SPEED OF AT LEAST 2 MB/S. DSL IS NOT RECOMMENDED. IF SHARING THE INTERNET WITH OTHER DEVICES THERE SHOULD BE A MINIMUM BANDWIDTH ESTABLISHED FOR BUTTERFLYMX TO ENSURE REQUIREMENTS ARE MET.

THE CURRENT ELECTRIC DOOR STRIKES APPEAR TO BE QUITE OLD AND THEY COULD NOT BE TESTED TO ENSURE THEY ARE WORKING. IT IS ASSUMED THAT THE WIRING FOR DOOR RELEASE/OPENER IS IN WORKING ORDER AND SUITABLE FOR THIS INSTALLATION AND THAT THE DOOR STRIKE IS POWERED PROPERLY IF ADDITIONAL WIRING, POWER SUPPLIES, OR DOOR STRIKE REPLACEMENT IS REQUIRED A SEPARATE PROPOSAL SHALL BE PROVIDED.

CUSTOMER MUST SUPPLY 110V OUTLET WITHIN FIVE (5) FEET OF HEAD END EQUIPMENT.

CUSTOMER MUST PROVIDE FREE & CLEAR ACCESS TO ALL AREAS ON THE DAY(S) OF INSTALLATION. ALL ACCESS MUST BE MADE AVAILABLE FOR THE DURATION OF THE PROJECT. ANY RETURN TRIPS DUE TO NO ACCESS SHALL BE BILLED AT AN ADDITIONAL RATE OF \$150.00 PER HOUR, PER TECHNICIAN + TRAVEL.

WHEN WIRING, IT MAY BE NECESSARY TO CUT HOLES IN CEILINGS AND/OR WALLS. ACP WILL MAKE EVERY EFFORT TO KEEP THE SIZE AND QUANTITY OF THE HOLES TO MINIMUM AND ROUGH-PATCH HOLES. IT IS THE CUSTOMER'S RESPONSIBILITY TO FINISH-PATCH AND PAINT. ACP SHALL NOT BE RESPONSIBLE FOR SUPPLYING PAINT OR WALLPAPER. PIPE MAY BE REQUIRED IN SOME AREAS.

THIS PROPOSAL DOES NOT INCLUDE PERMITS AND FEES, IF APPLICABLE.

PARKING MUST BE PROVIDED.

BUTTERFLY INSTALLATION WARRANTY

UNLIKE OTHER INSTALLATIONS, A BUTTERFLYMX PANEL IS PURCHASED DIRECTLY FROM THE MANUFACTURER BUTTERFLYMX AND INCLUDES THEIR 2-YEAR WARRANTY ON ALL PARTS AND PROGRAMMING. ALL PROGRAMMING SERVICES ARE PROVIDED BY BUTTERFLYMX. REFER TO BUTTERFLYMX.COM/WARRANTY/ FOR ADDITIONAL DETAILS.

ACP COMMUNICATION CORP DBA ACP FIRE & SECURITY IS ACTING AS YOUR INSTALLATION COMPANY. ACP WILL INSTALL THE SUPPLIED BUTTERFLYMX PANEL AND EQUIPMENT. THE ACP 1 YEAR LIMITED WARRANTY FOR OTHER SYSTEM INSTALLATIONS DOES NOT APPLY TO BUTTERFLYMX. ACP WILL PROVIDE A 90 DAY WARRANTY FOR THE INSTALLATION PORTION OF YOUR SYSTEM I.E. WIRING, RELAYS, ADDITIONAL POWER SUPPLIES, AND ADDITIONAL MATERIAL NEEDED BEYOND WHAT IS SUPPLIED BY BUTTERFLYMX TO INSTALL YOUR SYSTEM. THE BUTTERFLYMX PANEL AND EQUIPMENT IS EXCLUDED FROM ANY ACP WARRANTY AND IF REPLACEMENT OR SERVICE IS NEEDED SERVICE CHARGES MAY APPLY.

PAYMENT SHALL BE AS FOLLOWS:
50% DEPOSIT DUE IMMEDIATELY UPON ACCEPTANCE OF THIS PROPOSAL
50% BALANCE DUE IMMEDIATELY UPON COMPLETION OF WORK
FINANCE CHARGES SHALL APPLY TO ALL OUTSTANDING INVOICES

Sub Total	\$6,743.41
Sales Tax	\$287.53
Total	\$7,030.94

All information contained within this document is valid for 30 days and is subject to change thereafter. See addendum page for additional terms and conditions. E signing this agreement, customer acknowledges receiving the attached addendum. Warranties do not cover negligence, vandalism, or acts of nature. Warranties do not cover bulbs, fuses, or batteries. ACP shall not honor warranties for damages caused by equipment installed by others. All service labor is warranted for 3 days. All service parts and partial replacement of existing systems are warranted for 90 days. All ACP complete installations are covered for 1 year parts and labor. ACP will assist with manufacturer warranties greater than covered periods; however ACP is not responsible for documenting, labor, shipping, or other charges related to such warranties.

STANDARD TERMS AND CONDITIONS

1. MONITORING SERVICES.

1.1 If Customer has requested alarm monitoring services, Customer understands that ACP has subcontracted such monitoring services to Centra-larm Monitoring, Inc. ("Centra") and that Centra will provide Customer with security monitoring services following ACP's installation or verification of an electro-protective security system (the "EPSS") on Customer's premises. CENTRA IS NOT OWNED OR OPERATED BY ACP AND CENTRA IS AN INDEPENDENT ENTITY. CUSTOMER AGREES THAT ACP DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF CENTRA. ACP reserves the right to substitute Centra with another subcontractor of its choice. Such a substitution shall not affect the terms and conditions of this Agreement and any reference to Centra herein will apply equally to any replacement subcontractor.

1.2 ACP's sole obligation under this Agreement shall be to monitor, through its subcontractor Centra and without liability, signals received from the EPSS installed on Customer's premises. When a signal from the system is received in Centra's monitoring facility, Centra will attempt to telephone the proper police or fire department, paramedic unit or other authorities and the first available person on Customer's emergency call list at such number as has been provided by Customer. Customer understands that neither ACP nor Centra will ever arrest or detain any person.

1.3 MONITORING SERVICE WILL NOT BEGIN UNTIL ACP HAS RECEIVED AND APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT; (B) ANY REQUIRED INITIAL PAYMENT; (C) RECEIPT OF VALID TEST SIGNALS FROM THE EPSS TO CENTRA; (D) A SIGNED CENTRA MONITORING ALARM AGREEMENT.

2. INSTALLATION SERVICES.

2.1 In order for ACP to install and service monitoring equipment, Customer agrees that: (A) they own the premises or have authority to authorize ACP to install the alarm equipment at the premises; (B) they will make the premises available without interruption during ACP's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by ACP's representatives without jeopardizing their health or safety; (C) the installation will require drilling into various walls and other parts of the premises; (D) they will provide ACP with 110 AC electrical outlets for power equipment in locations designated by ACP; (E) they will make arrangements for lifting and replacing carpeting, if required, for ACP's installation of floor mats or wiring; (F) ACP may not be able to conceal any or all equipment or wiring; (G) ACP will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungi, wet or dry rot or bacteria that may result from the installation services; and (H) the premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the initial term and any renewal terms of this Contract. ACP will use replacement components that are of equal or better quality than existing. All work will be performed in a good and workmanlike manner, consistent with accepted trade standards.

3. TERM AND TERMINATION.

3.1 Except as provided in Paragraph 3.2, Customer may only terminate this Agreement by providing at least sixty (60) days advance written notice of termination. Termination shall be effective following the expiration of the minimum sixty day notice period. Upon termination, Customer shall remain liable for all compensation owed to ACP for services performed through the date of termination.

3.2 ACP reserves the right to suspend or terminate this Agreement according to the terms set forth herein, and at any time, upon thirty (30) days advance notice.

3.3 This Agreement may also be suspended at ACP's option should the EPSS become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires interruption of telephone or other communication services, ruling or action of any governmental authority, acts of God, or any other cause beyond the control of ACP.

4. FEES AND EXPENSES.

4.1 Customer will pay ACP for all Installation, Monitoring and Other Services rendered and expenses incurred in performing the Services under this Agreement as agreed upon.

4.2 ACP reserves the right to increase its rates from time to time at its sole discretion. If Customer objects in writing to the increase within thirty (30) days of receiving notice of the increase, and if ACP does not waive the increase, then Customer may terminate this Contract effective thirty (30) days after ACP's receipt of a written notice of termination. In the event that Customer terminates the Agreement pursuant to this paragraph, Customer shall pay any owed amounts to ACP at the applicable rate prior to the rate increase.

4.3 Charges for out-of-pocket expenses will be billed to Customer as a separate category on the invoices. Customer agrees to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission charges; and all other assessments, fees and charges related to the alarm system.

4.4 Late payment charges are assessed on past due invoices at the rate of the lower of one and one half percent (1.5 %) per month (annual rate of eighteen percent (18%)) or the maximum interest rate allowed by applicable law. If Customer's account is past due, and Customer has been notified of its failure to pay verbally or in writing, ACP reserves the right subject to Paragraph 15.2 to cease further Monitoring Services and without any liability to Customer for interruption of monitoring services or the pending work.

5. TAXES.

5.1 Sales, use and similar taxes will be billed to Customer as required by applicable law, and shall be paid by Customer directly.

6. CUSTOMER'S RESPONSIBILITIES.

6.1 Customer agrees that, following installation of the EPSS, it will promptly test the system to see if it is in proper working order. Customer has the obligation of notifying ACP or Centra when the system is not working by telephone and in writing. Customer will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the system. Customer is solely responsible for notifying ACP and Centra of any changes in the persons or contract information on Customer's emergency call list, and providing and updating all information regarding the system as necessary for Centra to perform the monitoring services. Customer understands that ACP and Centra must know and have on record basic information about Customer's EPSS and a written list of names and telephone numbers of those persons for whom Customer wishes to receive notification of alarm signals, and that ACP and Centra, in performing their obligations under this Agreement, will rely on such information provided by Customer.

7. CONDITION OF EQUIPMENT.

7.1 Customer acknowledges that it owns the EPSS installed and that all responsibility for maintenance, repair, service, replacement or insurance of the system are the responsibility of Customer and not ACP. ACP has no responsibility for the condition or functioning of the system.

8. DAMAGED EQUIPMENT AND FALSE ALARMS.

8.1 If because of damage or malfunction, Customer's EPSS is not functioning properly so that false alarms are transmitted with unreasonable frequency, ACP or Centra may choose to suspend their obligations under this contract until the system is fixed or the condition is corrected. If ACP or Centra elects to suspend its obligation, ACP shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Customer's premises, and Customer agrees to indemnify ACP in connection with same.

9. TRANSMISSION LINES; SYSTEM INTERRUPTIONS.

9.1 Customer understands that, for equipment which transmits signals via telephone circuit, cellular and/or radio telemetry, or internet transmission, none of such services are infallible, and Customer specifically acknowledges that ACP does not represent or warrant that the transmission of signals will not be interrupted, circumvented or compromised. In addition, Customer understands that a digital communicator is a reporting device which requires the telephone line to be operative for a signal to be received by the monitoring center. Accordingly, if the telephone line is not operative, there is no indication of this fact at the monitoring center and no signal can be received by the monitoring center while the telephone line remains inoperative. Customer understands that cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond ACP's control. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the system from transmitting alarm signals to Centra's monitoring center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the system. Customer agrees to notify ACP and Centra if Customer has installed or intends to install DSL, VoIP, BPL or other broadband Internet service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE, CUSTOMER MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH CENTRA'S MONITORING CENTER.

10. EXCULPATORY CLAUSE.

10.1 To the fullest extent allowed by law, ACP disclaims and does not assume any liability to Customer for any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, fire equipment failure, smoke or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or committed by ACP's negligent performance, failure to perform any obligation, or strict product liability. By agreeing to monitor Customer's EPSS, ACP does not make any promise or representation, or express or implied warranty, that Customer's EPSS, the monitoring services provided by ACP or Centra, or by ACP's or Centra's monitoring equipment are fit for the protective service Customer intends, nor that such protective services will provide for the protection intended. Further, ACP will not be responsible for losses or damages suffered by Customer caused by (i) defects or deficiencies in the EPSS owned by Customer, (ii) delay in response time or failure to respond by any person or authority notified by Centra, or (iii) inaccuracy of any Customer information or data provided by Customer to ACP or to Centra.

11. ACP IS NOT AN INSURER; LIMITATION OF LIABILITY.

11.1 It is understood and agreed by the parties hereto that ACP is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Customer's premises shall be obtained by Customer; that ACP is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by ACP are not sufficient to guarantee that no loss will occur or to assume the risk for consequential or other damages to Customer; and that ACP is not assuming responsibility for any losses which may occur even if due to ACP or Centra's negligent performance or failure to perform any obligation under this Agreement. ACP does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system installed by the ACP or service or monitoring equipment supplied or utilized by ACP may not be compromised, or that the services will provide the protection for which they are intended. Accordingly, to the fullest extent allowed by applicable law, ACP disclaims any express or implied warranty in connection with any services or equipment installed, maintained, or monitored by ACP.

12. LIQUIDATED DAMAGES, EXCLUSIVE REMEDY.

12.1 CUSTOMER AND ACP AGREE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY ACP TO PERFORM ANY OF ITS OBLIGATIONS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS TO CONSEQUENTIAL OR INCIDENTAL DAMAGES AND CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL CUSTOMER ATTEMPT TO HOLD ACP LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH, ACP IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL OR EQUITABLE THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY ACP, ACP'S LIABILITY TO CUSTOMER SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$250, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS THE SOLE REMEDY. APPLICATION. THE PROVISIONS OF THIS PARAGRAPH APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY ACP OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE

- OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ACP, ITS AGENTS OR ITS EMPLOYEES.
13. **WAIVER OF SUBROGATION RIGHTS.**
- 13.1 Customer waives, on its behalf of any insurance provider, any right of subrogation and agrees to release ACP from any claims of any parties suing through Customer's authority or in Customer's name, such as Customer's insurance company, and Customer agrees to defend ACP against any such claim.
14. **CANCELLATION BY ACP.**
- 14.1 ACP may, at any time, cancel this Contract at its option if: (1) the equipment installed is destroyed or damaged so that it is impractical for ACP to continue service; (2) Centra cannot acquire or retain the transmission connections or authorization to transmit signals between it and the premises or the applicable fire or police department or other agency; (3) Customer fails to follow recommendations by ACP or Centra to repair or replace any defective parts of the EPSS; (4) Customer fails to follow operating instructions for the EPSS; (5) ACP determines that it is impractical to continue service due to the modification or alteration of the premises after installation; or (6) Customer fails to comply with its responsibilities described in Paragraph 5 or elsewhere in this Agreement. If ACP cancels for any of the reasons stated immediately above, ACP 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. Cancellation shall be effective upon transmission or mailing of the cancellation notice.
- 14.2 ACP may cancel this Contract upon written notice to Customer if: (1) Customer fails to pay any monies when due under this Contract, (2) Customer changes to a telephone/communications service not suitable for alarm signal transmission or (3) Customer fails to comply with any other term or condition of this Contract. Upon receipt of written notice from ACP, Customer will have ten (10) days to correct the deficiency.
15. **ARBITRATION OF DISPUTES.**
- 15.1 Upon the request of either party, any claim, controversy, dispute, disagreement or other matter arising out of this Agreement regardless of whether those disputes arise in contract, equity, tort, or statute, including any questions of arbitrability, which cannot be settled by the parties, shall be submitted to arbitration before a panel of one arbitrator to be selected under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted at the Boston office of the American Arbitration Association. The costs and fees of the arbitrator shall be shared equally by the parties. Once selected by either party, arbitration shall be the sole and exclusive dispute resolution procedure of the parties, and the decision of the arbitrator shall be final, binding and enforceable in any court of competent jurisdiction.
16. **SMOKE AND CARBON MONOXIDE DETECTORS.**
- 16.1 IF THE ALARM SYSTEM INSTALLED BY ACP INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, CUSTOMER AGREES THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN THE JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL BUILDING CODE; (B) CUSTOMER HAS SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS CONTRACT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. Customer understands that ACP's electrical smoke and carbon monoxide detectors, if installed in the premises, are designed to be connected to an electrical power source. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. Customer understands that these detectors all have limited useful lives, after which time they will not function. It is the sole responsibility to monitor and replace all detectors before or at the end of their useful lives.
17. **MISCELLANEOUS PROVISIONS.**
- 17.1 The terms of this Agreement shall govern the rights and responsibilities of the parties unless and until ACP and Customer enter into a fully executed separate written agreement that amends or revokes this Agreement.
- 17.2 This Agreement shall be governed by and subject to the laws of the Commonwealth of Massachusetts. Both ACP and Customer agree that no claims connected with this agreement may be brought or filed more than one year after the incident giving rise to the claim occurred.
- 17.3 This Agreement, together with all schedules or modifications now and hereafter made a part hereof, shall be binding on the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 17.4 Customer and ACP acknowledge that they have read this entire Agreement. The parties agree that this Agreement constitutes the entire understanding and contract between the parties, and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein.
- 17.5 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and the remainder of this Agreement shall remain in full force and effect

ACP COMMUNICATIONS CORP.

Matthew Duffy

Date: 11/4/2025

ACPQ13150

For: **Mike Fay of Street & Company**

Title

Property Manager

By (Print Name)

Michael Fay

By (Signature)

Michael Fay

Date

11/5/25