

Prepared For:  
74 SD LINCOLNWOOD ADMIN - LINCOLNWOOD, IL - Mitel Maintenance

Christopher Edman  
74 SD LINCOLNWOOD ADMIN  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712  
(847) 675-8234  
cedman@sd74.org>

Prepared By:  
Securitas Electronic Security, Inc.  
3800 Tabs Drive  
Uniontown, OH 44685  
Phone : 1-855-331-0359  
Valerie Douglas  
valerie.douglas@securitases.com

Project Site:  
74 SD LINCOLNWOOD ADMIN  
6950 N EAST PRAIRIE RD MARVIN GARLICH ADMIN BLDG  
LINCOLNWOOD, IL 60712  
(847) 675-8234

## **One Year Nickel Agreement**

Mitel MiVoice Office

Lincolnwood

Lincoln Hall

Todd Hall

Rutledge Hall

## **One Year Gold Agreement**

**M-F 8:00AM – 5:00PM**

Mitel MiVoice Office 250

Lincolnwood

Lincoln Hall

Todd Hall

Rutledge

**PROPOSAL SCHEDULES**

**Service & Support Schedule**

<u>Categories</u>	<u>Qty</u>	<u>Internal Part #</u>	<u>Monthly Charges</u>
Standard Service Plan Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at SES prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at SES prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.	1	CP OPTION A	\$6,420.00
Software License & Update Service Service includes tracking applicable software license and/or professional service subscriptions with security equipment manufacturer for renewals, updates and announcements, on behalf of customer. Customer to list SES as the provider on record with the manufacturer. Customer must subscribe to a Software Support Agreement (SSA) through SES (sold separately). Service does not include software license costs or renewal fees.	1	00-118351-00ES	\$1,622.40

**PURCHASE INVESTMENT SUMMARY**

Total: \$0.00

\*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

Service & Support Schedule (monthly, per location): \$8,042.40

Note: Billing for all services, including applicable Service Plans, will begin upon installation completion or in-service date.

Customer agrees to pay Securitas Electronic Security this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Annually for a period of 1 year(s).

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: [valerie.douglas@securitases.com](mailto:valerie.douglas@securitases.com)

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

Customer Expected Completion Date: 08-31-2022

This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:

Securitas Electronic Security, Inc.

Company

\_\_\_\_\_  
,  
Address

Valerie Douglas,

Account Representative Name & Title

\_\_\_\_\_  
Securitas ES Management

\_\_\_\_\_  
Securitas ES Management Signature      Date

Buyer:

74 SD LINCOLNWOOD ADMIN

Trade, partnership or corporate name if different  
from above

6950 N EAST PRAIRIE RD

LINCOLNWOOD, IL 60712

Address

Christopher Edman

Name & Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



Securitas Electronic Security, Inc.  
MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is made and entered into this 6/22/2021 (the "**Effective Date**") by and between **Securitas Electronic Security, Inc.**, a Delaware corporation on its behalf and on behalf of its affiliates and subsidiaries, with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 (hereinafter collectively referred to as "**SES**") and **74 SD LINCOLNWOOD ADMIN** a \_\_\_\_\_ with its principal place of business located at 6950 N EAST PRAIRIE RD, LINCOLNWOOD, IL, 60712 (hereinafter referred to as "**Customer**").

**1. System and Services.**

SES agrees to sell, install, monitor and/or repair systems and the components comprising such systems (collectively and individually referred to as "**System(s)**") as described in an ordering document, Schedule of Installation and Services, purchase order or statement of work, as accepted by SES (hereinafter referred to as "**Ordering Document**") during the term of this Agreement and at various premises of Customer. Each Ordering Document once submitted by Customer and accepted by SES will become part of and governed by the terms and conditions of this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8am-5pm Monday through Friday, excluding holidays, at SES's then-current rates. If Customer wishes to lease the System or components thereof, such lease shall be subject to a separate, standard commercial lease.

**2. Term, Renewal, and Expiration.**

This Agreement shall remain in force for an initial term expiring on the last day of the month twelve (12) months after the Effective Date (the "**Initial Term**"). During the Initial Term, the terms and conditions of this Agreement shall supersede all prior proposals or agreements whether oral or written with respect thereto. Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least sixty(60) days prior to the anniversary date of the Initial Term or the renewal term. The Agreement shall control all new locations specified in the Ordering Document, as may be modified from time to time, for a period of twelve (12) months from the date the System first becomes operational and expiring on the last day of that month at any such location set forth in the applicable Ordering Document, regardless of whether this Agreement has been terminated or expired, and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty(60) days prior to the anniversary date that installation on the location commences. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SES and the Customer, as to the providing of services to any such Ordering Document locations.

**3. Acceptance and Transfer of Title.**

Title, risk of loss, and the right to use a System will pass to Customer upon Customer's acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Customer. Customer will be deemed to have accepted the Systems provided hereunder according to the following:

- A. For Delivery and Installation Orders ("D&I Order"), Customer's acceptance will occur upon completion of installation of the System(s) and SES's determination that the System is in operable condition and capable of functioning according to SES's published standards and specifications. At SES's request, Customer will execute a written acknowledgment of the installation date(s) for the System; or
- B. For Shipped Orders (no delivery or installation included ("**FOB**")), Customer's acceptance will occur upon delivery of the System to Customer, which for purposes of acceptance will be deemed to have occurred when the System is shipped from SES's shipping point to a Customer's location.

**4. Payment.**

- A. Customer agrees to pay SES:
  - i. for the sale and installation of the System as provided in the applicable Ordering Document;
  - ii. for the monitoring, and/or repair of the System as provided in an Ordering Document, commencing from the date of acceptance; and
  - iii. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due monthly, in advance, commencing from the first day of the month following the date the System is accepted.



B. Customer agrees that at any time following the expiration of the first twelve(12) months of this Agreement, SES may increase the basic monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed nine percent (9%)over the previous twelve(12) months' basic ongoing charges.

**5. Miscellaneous Charges and Increase in Charges.**

A. The prices given to Customer are exclusive of taxes and Customer shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SES for facilities required for transmission of signals under this Agreement.

B. At SES's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SES is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty unless such false alarm is the result of the sole negligence of SES. Should the System excessively signal SES's monitoring facility (as determined in accordance with the SES's then-existing policy applicable to excessive activations) as a result of any cause other than SES's sole negligence, Customer authorizes SES to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while SES investigates the source of the excessive signaling.

C. The payments set forth in the Ordering Document may include telephone company line charges, if required.SES may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the System.

D. Installation charges set forth in an Ordering Document assume installation will be performed during SES's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or by Customer specified contractors, or if SES's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.

E. If any Governmental agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Customer request or require additional protection, security devices or services, this may affect the final contract price.

G. Failure to pay amounts when due shall give SES the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty(30) days after payment is due.

**6. Liquidated Damages and SES's Limits of Liability.**

The parties agree that SES is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SES is not liable for losses which may occur in cases of malfunction or non-function of any System provided by SES or that SES is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SES's negligence or failure of performance; that SES is not liable for losses resulting from failure to warn or inadequate training; that SES is not an insurer;and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SES offers several levels of protection and services and that the System and/or service described in the Ordering Document has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. This Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIXACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHER SKEPTON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN,DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICES DESIGNED TO DETECTOR AVERT,INABILITY OF SES TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE,IF LIABILITY IS IMPOSED ON SES,ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS.(IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED,SES'S LIABILITY SHALL BE LIMITED TO\$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY,OR (ii)AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SES'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF

WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SES AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SES. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SES AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SES MORE THAN TWO(2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property or the property of others on its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESSSES, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SES OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

This Section 6 shall apply to any other company or entity which, in addition to SES furnishes, as a subcontractor, or otherwise, any installation, monitoring or repair service provided hereunder.

**7. Warranty.**

Where Customer purchases a System under this Agreement unless Customer has purchased a service plan that commences from the date of installation, SES warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SES's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions, alternations, abuse, misuse or tampering of the System by the Customer (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by SES or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Customer's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of SES. If inspection by SES fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SES's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING WARRANTIES, SES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SES MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

**8. Software License.**

Customer's use of software provided hereunder is governed by the terms and conditions of any license included in or with such software (including but not limited to a click wrap or shrink wrap agreement) or as appears on a web site as of the date that the Customer signs the Ordering Document referencing this Agreement. Any breach of this Agreement will automatically terminate the Customer's right to use the software. Customer may not copy the software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Customer acknowledges that any breach of this Section 8 shall result in irreparable injury to SES for which the amount of damages would be unascertainable. Therefore, SES may, in addition to pursuing any and all remedies provided by law, seek an injunction against Customer from any court having jurisdiction, restraining any violation of this Section 8.

**9. Further Obligations of Customer.**

A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to SES's requirements, and telephone company interconnection jacks, if required.



B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SES, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SES due to Customer's breach of the foregoing obligations, Customer will pay SES for such work in accordance with SES's then-current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SES OF ANY EQUIPMENT OR DEVICE TO ANY SES EQUIPMENT.

C. For those premises where SES is to provide monitoring services, Customer shall be solely responsible for providing to and updating with SES the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods; an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information. Customer agrees that telephone calls received or transmitted by the monitoring center, including the receipt and transmission of alarm signals, may be electronically recorded by SES. Customer consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.

D. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SES any claimed inadequacy in, or failure of, the System. Customer shall perform periodic walk tests of any motion detection equipment used on the premises.

E. Customer shall permit SES access to the premises for any reason arising out of, or in connection with, SES's rights or obligations under this Agreement.

F. At any time during the Initial Term of this Agreement or any renewal or extended term hereof, SES may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition, which SES may identify as extraordinary. Upon receipt of written notice or such determination from SES, Customer shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by SES on a time and materials basis.

G. Should any part of the System be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SES, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a leased System).

H. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SES within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under the above-referenced warranty.

I. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold SES harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty.

J. For those premises where SES is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SES's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

K. For those premises where the System transmits video Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eaves dropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

L. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

M. Customer represents that, except to the extent it has given SES written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material

contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SES's reasonable control and SES shall not start, or continue, to perform its work under this Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense.

CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SES). Customer further represents that it is not subject to any economic or trade sanctions and will immediately notify SES if it becomes subject to such sanctions, in which event SES shall be entitled to immediately terminate this Agreement.

**10. Obligations of SES; Limitations.**

A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service ("Force Majeure"). SES will not be required to perform installation or supply service to Customer while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.

B. For those premises where monitoring service is provided, SES, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, or medical agency having jurisdiction or responsibility. SES shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer.

C. SES reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Customer.

D. SES may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SES and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SES reserves the right to discontinue or change a particular response service due to such governmental requirements. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SES, or otherwise comply with such requirements.

E. If a service plan or software support option is purchased by Customer, SES will provide and install software upgrades during SES's normal working hours, as they become commercially available. Software updates that do not apply to the Customer's current operations, as determined by SES and the OEM, will not be installed by SES. In the event the Customer elects to have someone other than SES install a software upgrade, Customer shall assume any and all liability for damage caused pursuant to the installation. Service and upgrades for third-party software not supplied by SES are excluded from this Agreement.

**11. Communication Limitations.**

A. Customer understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center there may be times when that communication method is not able to transmit signals and SES will not receive alarm signals. Digital communicators use standard telephone lines and SES does not receive signals when the telephone systems become non-operational or the telephone line is cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, can not transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SES offers several levels of communication methods of alarm signals to the Customer Service Center and that the services described on the front page of this Agreement and on the Ordering Document have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and their related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.

B. In case any problems with the communication method are detected by SES, SES shall contact the communication method provider and request that it determine the location of the trouble, if unknown to SES. When the trouble has been traced to Customer, SES will make a reasonable effort to notify Customer or its designated representative. In the event any service or repair to Customer's equipment becomes necessary, SES shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication

method provider is not the agent of SES and SES shall not be liable for the communication method provider's negligent performance or delay in performance.

C. For those premises where card access security is provided, SES assumes no responsibility or liability for lost or stolen access cards.

D. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SES's agents, nor does SES assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

**12. Title to Equipment and Use of SES-owned Equipment.**

If Customer purchases equipment, Customer agrees that SES retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SES may remove or abandon all SES-owned equipment, including all wiring installed by SES, in whole or in part, upon termination of the Agreement by lapse of time, default of any moneys due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SES to collect any charges which have accrued hereunder.

**13. Termination.**

A. SES may terminate this Agreement:

i. immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written confirmation by SES of such default. If SES terminates under this Section 13(A)(i), the balance of all moneys due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or

ii. immediately, in the event SES's monitoring center, the telephone lines, wires, or SES's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. as provided in Section 2 relating to expiration.

B. Customer may terminate this Agreement:

i. immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location; or

ii. as provided in Section 2 relating to expiration.

C. In the event of a termination under this Section 13, written notification by facsimile, U.S. mail or by courier shall be acceptable.

D. Upon termination of this Agreement, Customer shall permit SES access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

**14. Assignment.**

This Agreement is not assignable by the Customer, except upon written consent of SES first being obtained. SES shall have the right to assign this Agreement or to subcontract any of the obligations under this Agreement without the consent of, but with notification to, the Customer.

**15. No Subrogation.**

Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

**16. Severability and Savings.**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or enforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or enforceable provision(s) shall survive to the extent not so held.

**17. Non-Solicitation.**

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "**Employee**") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition there to, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party.

Solicitation through advertisements directed at the general public or through "head hunters" who contacts a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

**18. Electronic Signature.**

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**19. Choice of Law.**

This Agreement is entered into in Union town, Ohio and shall be interpreted, enforced and governed under the laws of the State of Ohio without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this Agreement or otherwise brought against SES by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Summit County, Ohio. If the claim could be brought in federal court, the action shall be maintained in the United States District, Northern District of Ohio. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**20. Waivers.**

A. Jury Trial Waiver. Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.

B. Mutual Safety Act Waiver. In no event will either party or its insurers be liable to the other party for loss or damage arising from or related to an act of terrorism. The parties intend for this waiver to "flow down" to their respective contractors.

**21. Entire Agreement.**

It is agreed to and understood by the parties that this Agreement, and any attached Ordering Documents and Exhibits, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified, or varied except in writing, signed by an authorized representative of SES. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

**Securitas Electronic Security, Inc.**

Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER:**

Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

