

Gene Gronewald
Illini Central CUSD #189
208 North West Ave.
Mason City, IL 62664

Project: Illini Central CUSD #189
Illini Central School District 189

email: ggronewald@illinicentral.org

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

The Objective:

Tech Electronics to install a camera system at the new Highschool addition. Tech to include a new server to handle the storage and bandwidth. This is figured as a 10gb Network. All cameras will have stub up where needed and free run Cat6 cable to the new area where the switches are. This quote includes IR for night vision, all mounts, PoE power for the quad cameras. Illini central to provide Tech Electronics 120V outlets where the switches are for the PoE injectors. Tech Electronics will include professional installation, all new materials, wiring, set up , aiming, IP ing and check out. Illini Central to provide Tech Electronics with IP addresses. This quote is designed with Gene Groenwald's walk through and Teams meeting. Illini Central to provide lifts where ever needed to help with this installation. This quote includes licensing of new cameras. The design is to estimate 30 days of storage with the new server. Illini Central to provide all network drops needed to the new server. Switches provided by others. No permit is included. A System surveyor has been approved by Gene Groenwald and can be provided. This quote has 61 lenses (Views) total. This quote is bid with prevailing wages. Tech uses all Union labor. The server has a 5 year warranty with this quote. The 20 licenses are upgradable to Unity 8.0 if done with in a year. A separate quote will be sent to upgrade the other cameras licenses to Unity 8.0 in the future. This quote does include moving one camera from the outside Kindergarden area to over see the tash dumpsters. This includes running new cable for the camera. This does not include painting or patching. Due to the current business environment where material costs increase daily beyond our control, prices quoted herein are only valid for 14 days from the date on this Submission.

New HS School Camera Additions

Avigilon CCTV Surveillance System

QuantityDescription

Camera C1 repurposed From Kindergarten wing to over the trash area

- 1 Labor to run wire for C1

C2 Over new front door

- 1 2x 5MP H5A Dual Head Camera. Outdoor Camera With Built-In IR
- 1 1.5 NPT Cap
- 1 Mount, Pendant Arm, 20cm Long, 1.5 NPT
- 1 Junction Box With Side Cable Entry For H5A Dual Head Camera

C3 outside corner looking at shop doors and parking lot

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only

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Tech Electronics of Illinois, LLC

417 Olympia Dr., Bloomington, IL 61704 . 309-874-2700 . Fax:309-433-9099 . www.techelectronics.com

- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector
- 1 Corner Mount Adapter

C4 Outside kindergarden corner

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector
- 1 Corner Mount Adapter

C5 SURFACE MOUNT Shop room 1

- 1 6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens

C6 SURFACE MOUNT Shop Room 2

- 1 6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens

C7 SURFACE MOUNT Shop Room 3

- 1 6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens

C8 SURFACE MOUNT ABOVE DOOR Ag hallway

- 1 6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens

C9 SURFACE MOUNT ABOVE DOOR Concession Hallway

- 1 6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens

C10 TILE MOUNT IN CEILING Outside Concession Hallway

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Surface Mount Adapter, For use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector
- 1 Hanger, Deep Box, T-Bar

C11 Above Trophy Case

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor

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Tech Electronics of Illinois, LLC

- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C12 Office on back wall

- 1 2x 5MP H5A Dual Head Camera. Outdoor Camera With Built-In IR
- 1 NPT Mount
- 1 Mount, Pendant Arm, 20cm Long, 1.5 NPT

C13 Above Nurse Bathrooms

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Surface Mount Adapter, For use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector
- 1 Hanger, Deep Box, T-Bar

C14 Kindergarten restroom area with hard pan ceiling

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Surface Mount Adapter, For use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C15 Gymnasium south

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C16 Gymnasium North

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C17 Fitness Barn

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Tech Electronics of Illinois, LLC

The Power of Connection and Protection®

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C18 Outside of gymnasium Playground views and HVU

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C19 Bus Barn South East Corner

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector
- 1 Corner Mount Adapter

C20 (Outside) concession door and track area

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1
- 1 Gigabit 802.3bt 60 W PoE Injector

C21 Bus Barn South West corner (fields)

- 1 4X5MP, WDR, 360 Degree Max Field of View, Lightcatcher, 3.3-5.7MM, Camera Only
- 1 Outdoor Pendant Mount Adapter, For Use with the Avigilon H5A Multisensor
- 1 Dome Bubble Cover, For Outdoor Surface Mount or Pendant Mount, Clear, For use with the Avigilon H5A Multisensor
- 1 Wall Mount for Large Pendant Mount Camera
- 1 Ring, Illuminator, IR, Up To 30m (100'), For Use With H4AMH-DO-COVR1

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Tech Electronics of Illinois, LLC

- 1 Gigabit 802.3bt 60 W PoE Injector
 - 1 Corner Mount Adapter
- LICENSES**
- 20 ACC7 Enterprise Camera Channel w/ Smart Plan, 1Yr
 - 1 SHOP PARTS INSTALLATION SUPPLIES AND STUB UPS
 - 8 Cable, Plenum, 4 Pair, 23 AWG, Solid, Category 6, White
 - 3 Surge Protector, 8 Outlet
 - 1 NVR6 STD FORM D 64TB 2U Rack Mnt, WS22, 5Y Onsite NBD, NA
 - 1 5YRWARRSTD

Scope of Work by Tech Electronics:

TOTAL purchase price includes only equipment listed on this Submission and only labor services as described on this Submission. Any other labor services that may be required may be furnished by Tech as an extra to this submission.

TOTAL PURCHASE PRICE**\$136,727.00****Clarifications/Scope of Work by Others:****WARRANTY:**

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

TECH NORMAL WORK HOURS:

NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.

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Tech Electronics of Illinois, LLC

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Attachment A

SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Illinois, LLC (“Tech”) to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer’s signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.13. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

1. Services.

1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the “Goods” and the “Services”) in connection with the system(s) (as described in the Submission, the “System”). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech’s per call rates and terms then in effect. Some examples of causes other than breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer’s premises in the event of an emergency occurring during periods of Customer’s apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer’s premises without being asked to do so by Customer.

2. Payment Terms.

2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney’s fees, shall be paid by Customer.

2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer’s software is not maintained at the current manufacturer’s software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.

3. Software Sublicense.

3.1 Right To Distribute and Sublicense; Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

4. Termination

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

5. Warranties, Indemnification, and Restricted Phones Waiver.

5.1 General Warranty.

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Disclaimer of Warranties as to Software.

TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

5.3 Indemnification.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF Tech IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech's option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys' fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.

6. Limitation of Liability.

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

7. Waiver of Subrogation.

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

8. Defaults and Remedies.

8.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

8.2 Remedies.

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission by written notice to Customer; (v) recover any other costs Tech is required to bear in respect to the System and/or services provided under the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Customer, then Tech, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and Tech shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

9. Miscellaneous Provisions.

9.1 Subcontracting: Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, Tech.

9.2 Subcontracting:

The parties recognize that Tech intends to comply with the applicable labor agreement and any Subcontractors to Tech which perform work covered by Tech's labor agreement will provide its employees wages and benefits equal to or better than the wages and benefits contained in the applicable Tech labor agreement. The parties agree that this is a material term and that Tech will rely on the Subcontractor's compliance with this provision.

9.3 Nonsolicitation.

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above; that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

9.4 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

9.5 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

9.6 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

9.7 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

9.8 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

9.9 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.10 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

9.11 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

9.12 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

9.13 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.10. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

End of Terms and Conditions