ECI Systems
Phone: 1.800.639.2086
Fax: 1.603.894.4324
68 Stiles Rd, Unit C
Salem, NH 03079

Quote
No.: **11272**
Date: 8/31/2018

Prepared for:

Southern Berkshire Regional School District
491 Berkshire School Rd
Sheffield, MA 01257 USA

Location:

Southern Berkshire Regional School District
491 Berkshire School Rd
Sheffield, MA 01257 USA

Prepared By	Account No.	Account Phone	Account Fax	Job
James Willoughby	10646			

ECI Systems is pleased to provide a quote for the following solution(s):

ECI Shall pre wire to all proposed IP video cameras while onsite for the installation of the access control system.

All pre wire shall be left above drop ceiling locations proximate to the new IP camera locations.

Potential outdoor camera locations, wire shall be left at the closets available drop ceiling tile with additional service loop for future installation, no penetrations shall be made at this time.

Areas where pipe is needed due to fixed ceiling wire runs, piping shall be run during the camera installation, cable will be left proximate to the camera location at the closets drop ceiling tile.

Pricing for pre wire quote is based on the fact that ECI will be onsite wiring and installating access control cable and devices, if work is not done in conjunction with the access control installation, the pricing is subject to change.

Quantity	Item ID	Description	Sell	Total
10	WG-50881106	Cat5e CL2P 1000' roll	$202.69	$2,026.90
28.00	INL	Wiring	$107.69	$3,015.32

Your Price: **$5,042.22**

Total: **$5,042.22**
25% Mobilization Deposit: **$1,260.56**

Prices are valid for 60 days. Terms: Net 30

Quote

No.: **11272**

Date: 8/31/2018

TERMS AND CONDITIONS OF SALE

These are the terms and conditions (the "Agreement") pursuant to which ECI Systems, LLC (the "Company") agrees to provide the Equipment and Services to the entity or person whose name appears on page one of this Proposal above (the "Client") and this Agreement is incorporated into and is part of the Proposal. In this Agreement, "Equipment" means the equipment described above; "Services" mean the services selected by the Client described above; "Premises" means the Client's premises at the address set forth in the box labeled "Client Information"; and "System" means the system installed at the Premises. "Data" means any form of data, including alarm signals, video, audio or any other form of data. In this Agreement, the Company is sometimes referred to as "we" and the Client is sometimes referred to as "you" or "your." The effective date of this Agreement is set forth on page 1 of the Agreement.

1. **Equipment and Services.** The Company shall sell or lease (as indicated on this Proposal) and install the Equipment at the Premises and/or provide a centrally monitored signaling system and services necessary to transmit signals from the premises of Client to Company's central monitoring station. You shall pay Company for the Equipment and Services as indicated on the Proposal. You are responsible for all sales, use or similar taxes that may arise in connection with this Agreement. You shall also promptly reimburse us all shipping or handling costs related to the delivery of Equipment under this Agreement. Payment terms are net thirty (30) days for full or partial invoices. We shall invoice for the Equipment and Services as set forth in the Proposal. Your municipality may require a license or permit for the installation, use or monitoring of the System or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Services exclude routine or preventative maintenance. Unless otherwise agreed in writing, all Services will be invoiced at Company's then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

2. **Term and Renewal.** The term of this Agreement shall be for thirty-six (36) months beginning on the day the Company has installed the Equipment and first provides the Services. This Agreement shall automatically renew for periods of one year until one party provides the other party with written notice of non-renewal no later than ninety (90) days prior to expiration date of the Agreement. If this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month-to-month unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the Agreement. Time is of the essence and the time periods in this section must be complied with strictly.

[Software Support Agreements (SSAs)] The Company and the Client agree that should there be any SSAs that has a period of performance to be completed that does not expire until after the expiration date of this Agreement, to include any periods of renewal, the Agreement shall be extended to the same date of expiration as the longest SSA under which services are still to be performed.

3. **INSURANCE AND COMPANY'S LIABILITY RELEASE.** COMPANY IS NOT AN INSURER. YOU SHALL MAINTAIN INSURANCE COVERING YOU AND ALL OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM (I) THIS AGREEMENT, (II) THE EQUIPMENT, OR (III) THE SERVICES. RECOVERY FOR ANY LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO YOUR INSURANCE. COMPANY IS RELEASED FROM ALL LIABILITY DUE TO (1) THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OF ANY KIND OR DEGREE, (2) THE IMPROPER OPERATION OR NON- OPERATION OF THE EQUIPMENT OR SYSTEM, (3) BREACH OF CONTRACT, EXPRESS OR IMPLIED, WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT (4) BREACH OF WARRANTY, EXPRESS OR IMPLIED, (5) PRODUCT OR STRICT LIABILITY, (6) LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY, OR (7) FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION. (THE ITEMS LISTED IN SECTIONS 1 THROUGH 7 HEREOF ARE REFERRED TO IN THIS AGREEMENT COLLECTIVELY AS THE "COVERED CLAIMS") IF COMPANY IS FOUND LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED IN WHOLE OR IN PART BY ANY OF THE COVERED CLAIMS, ANY SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF TEN THOUSAND ($10,000) DOLLARS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT COMPANY SHALL NOT BE HELD TO BE AN INSURER HEREUNDER.

4. **Release of Insured Losses; Waiver of Subrogation.** You release Company for all losses, damages or expenses covered by your insurance policies and for all insurance deductibles. You also waive and release any rights your insurance company may have against Company for money paid to you or on your behalf.

5. **INDEMNIFICATION.**

A. WE SHALL INDEMNIFY YOU FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE, PROVIDED, HOWEVER, SUCH INDEMNIFICATION AND THE COMPANY'S LIABILITY SHALL NOT EXCEED THE PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES), IF ANY, APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE. IF ANYONE OTHER THAN YOU (INCLUDING YOUR INSURANCE COMPANY) ASKS COMPANY TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) ARISING OUT OF OR FROM (I) THIS AGREEMENT, (II) THE EQUIPMENT, (III) THE SERVICES OR ANY OF THE COVERED CLAIMS, YOU SHALL PAY COMPANY (WITHOUT ANY CONDITION THAT COMPANY FIRST PAY AND NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ALL LOSSES, DAMAGES, COSTS OR EXPENSES INCLUDING ATTORNEYS' FEES ASSERTED AGAINST OR INCURRED BY COMPANY. COMPANY MAY APPOINT LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST COMPANY.

B. When Client in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, Client agrees to and shall indemnify, defend, and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company's performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty contribution of indemnification, or strict or product liability on the part of Company, its employees, agents or assigns.

6. **Additional Equipment.** If the System is owned by the Company or and leased by Client, Client shall, at Client's sole cost, promptly and without demand, return the System to the Company at the expiration or termination of this Agreement. Additional Equipment, at additional cost, may provide increased detection. You have selected the System based on your personal considerations (i.e., cost, environment and conditions, insurance requirements, etc.).

7. **Installation and Service; System Removal.** You shall comply with any technical requirements set forth above such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards. Drawings and related documents remain the Company's property and any use or reproduction is strictly prohibited. Installers are not aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces. You must advise Company of such hidden objects or Company and its installers are released for any damages, losses or expenses for personal injury, including death, or to real or personal property. Company is not obligated to repair, restore, or redecorate the Premises if the System is removed from the Premises. The Company makes no promise of installation of equipment or commencement of Services by any particular date and shall not be liable for any loss, damage or expense resulting from any delay in the installation.

8. **Title to System and Panel.** Title to all Equipment shall remain in Company until fully paid. Client grants Company a security interest in the Equipment until paid in full. Client authorizes Company to file this Agreement or one or more financing or continuation statements (or amendments) (without signature where permitted by law) respecting leased or financed equipment. Client shall execute financing statement reflecting Company's security interest following Company's request. Company shall provide Client a copy of any such filing; provided, however, Company's failure to do so shall not constitute a breach hereof or a condition precedent to the granting of a security interest.

9. **Equipment Returns.** You will pay our then-standard re-stocking fee for returned Equipment, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled. To be returned for credit, Equipment must be returned to Company in its original, unmarked and undamaged factory packaging, no later than 120 days after sold.

10. **Increase in Charges.** Company shall have the right at any time during the term of this Agreement, to increase the lease, monitoring/service charges provided herein above to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on Company by any utility, government or other regulating entity and Client agrees to pay same. Company may increase periodic recurring charges at any one or more times following the twelve (12) month anniversary of the Agreement.

Company shall provide you thirty (30) days notice of such increase. If you are unwilling to pay the increased charges, you must notify Company in writing no later than fifteen (15) days prior to the date on which any such increase takes effect. Company may then rescind the increase in which event the Agreement shall continue under these terms and conditions for the balance of the term or the Company may elect not to rescind the increase in which event this Agreement shall terminate on what would have been the effective date of the Company's increase in charges. Failure on the part of the Client to notify the Company within fifteen (15) days shall constitute Client's acceptance of the increase.

11. **Default.** If you default under this Agreement, Company shall (i) be entitled to retain all prepayments received and you shall immediately pay Company (a) all payments then due and payable, and (b) fifty (50%) percent of all payments due for the unexpired term as agreed upon damages and not as a penalty; and (ii) have no further obligation to perform under this Agreement. In addition, you shall pay Company for all costs and expenses in enforcing its rights under this Agreement, including reasonable attorneys' fees. If your account balance extends beyond thirty (30) days, we may, in our sole discretion, until the account is paid in full, either (a) ship Equipment or provide Services to you on a C.O.D. or C.O.D. plus basis; or (b) refuse to ship Equipment or provide Services.

12. **Binding Agreement.** This Agreement only becomes binding upon Company when signed by Company's authorized representative or upon the commencement of any of the Services. If there are any additions, alterations, modifications or deletions to these printed terms, such terms shall not become part of the Agreement unless agreed to and initialed by a person authorized to agree to such terms by Company. You may not receive a copy of this Agreement executed by Company's authorized representative. This Agreement is binding on the parties' heirs, executors, administrators, successors and permitted assigns. This Agreement may be executed in several counterparts and by facsimile or email signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. A telecopy/email signature shall be as legally effective as an original signature.

13. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of New Hampshire without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Assignment.** You may not assign this Agreement. The Company may assign all or any portion of this Agreement.

15. **Payment and Finance and Late Charges.** Payment and Finance and Late Charges. The Company's practice will be to charge and invoice the Client twenty-five (25%) percent of the entire Proposal amount for any Project in excess of $10,000, which shall be referred to as a "Mobilization Fee." This Mobilization Fee will be due and payable on receipt. It shall be credited against the total amount due upon final invoice. This Mobilization Fee is subject to any restocking fees that may be applicable. For purposes of this provision, restocking fees shall include the stocking or restocking fees or charges that are charged to the Company by its suppliers, subcontractors or vendors due to the return of any equipment or materials. All other invoices sent by the Company to the Client are due upon receipt. You agree to pay a finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) for all charges not paid within thirty (30) days of the invoice date. In addition, you shall pay an administrative fee (late charge) of 5% of any invoice not paid (as agreed upon damages and not a penalty) within sixty (60) days of the invoice date.

16. **No Waiver of Breach.** Waiver of your breach of this Agreement shall not be a waiver of any subsequent breach. Company's rights under this Agreement be cumulative, may be exercised concurrently or consecutively, and shall include all remedies available even if referred to in this Agreement.

17. **Delays in Service.** You acknowledge that there may be interruptions of Service or delays in performing the Services. Company's sole obligation after receiving a service request from you is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays.

18. **Takeover Systems.** If Company takes over rendering service to an existing system, in whole or in part, Company reserves the right, in its sole discretion, to terminate this Agreement at any time by giving you ten (10) days written notice to you that, in Company's sole discretion, there have been excessive activations of the System or the number of problems or cost of service has been or may become excessive. You shall be entitled to reimbursement of the unearned charge paid for the then current period on your request and this shall be the limit of Company's liability.

19. **Provision and Modification of Services.** Only Company or its authorized subcontractors shall provide any form of Service for or in connection with any of the Equipment or System. We will not provide, and do not assume any obligation to provide, any service that is not included as part of the Services. We will provide all Services in accordance with our then-current policies and specifications. We may modify, terminate or suspend any particular form of Service if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest.

20. **Title to Intellectual Property.** Client acknowledges and agrees that all software, hardware, firmware, shareware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are Company's sole and exclusive property and that Client has no rights whatsoever in any of the foregoing.

21. **LIMITED WARRANTY.**

A. COMPANY WARRANTS TO YOU ALONE AND NO OTHER PARTY THAT EQUIPMENT WE ARE OBLIGATED TO INSTALL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IF ANY PART (EXCLUDING WIRING, LIGHT BULBS, L.E.D.'S, L.C.D.'S OR BATTERIES) BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE ISSUANCE DATE OF THE COSC (CERTIFICATE OF SUBSTANTIAL COMPLETION) OR COFC (CERTIFICATE OF FINAL COMPLETION) FOR THIS INSTALLATION OR THE TERM PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. THIS WARRANTY IS NOT ASSIGNABLE.

B. IF YOU DISCOVER A DEFECT IN THE EQUIPMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND FULLY DESCRIBE THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. EXCEPT AS SET FORTH IN SECTION A, COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

D. THIS WARRANTY DOES NOT COVER DAMAGE TO EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CLIENT NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICAL CHARGES, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED. YOU AGREE THAT YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THERE ARE NO EXPRESS WARRANTIES THAT EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT OR IN THIS SECTION. ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

22. **Time Limitation on Actions.** All claims, actions or proceedings against Company must be commenced in court within two (2) years and one (1) day or sooner if required by the laws of the State of New Hampshire after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time-period in this section must be complied with strictly.

23. **Integrated Agreement.** This Agreement, the Proposal and any document made a part of this Agreement contains the entire Agreement between the parties respecting the transactions described in such documents and supersedes all prior or current negotiations, commitments, contracts (express or implied) warranties (express or implied) statements and representations, whether written or oral, pertaining to such transactions, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS MADE ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSED IN THIS AGREEMENT AND, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY INDUCEMENT WHICH IS NOT SET FORTH IN THIS AGREEMENT.

24. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

25. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

26. **Additional Equipment or Service.** If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

27. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of any of the Services under this Agreement. The provisions of this Agreement apply to and shall be for the benefit of (i) any subcontractors engaged to provide any of the Services to you; and (ii) each of the Company's shareholders, partners, members, directors, employees, agents and representatives and bind you to all such persons or entities listed in subsection (i) or (ii) with the same force and effect as they bind you to Company.

28. **Consent to Intercept, Record And Use Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, Any Person or Company are parties.

29. **Prior Agreements With Others.** You represent and warrant that (a) your cancellation, or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person or entity.

30. **Section Headings.** The section titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. When used in this Agreement, the word "including" shall not be a word of limitation but shall mean "including, but not limited to."

31. **Credit Investigation Report.** You authorize and consent to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned

32. **Right to Notice and Cure.** If Company breaches this Agreement, you shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. Company may cure the breach within five (5) business days following Company's receipt of the written notice or, if the breach cannot be reasonably cured within such period, to promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to you for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any such breach.

33. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED

STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**

34. **Right to Terminate.** Notwithstanding anything set forth in this Agreement to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) day notice. If such termination is without cause, Company shall refund you any unearned service charges. The following sections shall survive any termination or expiration of this Agreement: 3, 4, 5, 10, 11, 13, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 30, 33, 34, and 35.

35. **Electronic Media.** A copy of this Agreement and signatures transmitted and delivered by facsimile or e-mail shall be deemed to be originals for all purposes. We may scan or otherwise convert this Agreement into an electronic and/or digital media file and a copy of this Agreement or the Data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

36. **Software.** If the Equipment or Services include the delivery or use of any software, such software shall be subject to the terms and conditions of any license or sub-license between Company or the software licensor, on the one hand, and Client, on the other hand. For purposes of this Agreement, the term "Equipment" shall include any software licensed, delivered or otherwise used by Client in connection with the Services, the Equipment or this Agreement. Under all circumstances, Company shall only be required to load any software on one (1) server.

37. **Environmental Considerations.** You represent and warrant that there are no hazardous substances, ultrahazardous or dangerous activities or conditions or public or private nuisance (collectively, "Hazardous Conditions") on the Premise and that there are no violations of any applicable local, state or federal law, order or court order respecting any Hazardous Conditions. Company may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

38. **Non-Solicitation / Non-Hire.** Client acknowledges that the services rendered by the Company are facilitated by special know-how and expertise that is embodied by the Company's employees providing said services to Client, and that these services are of a special and unique nature, and that the Company has incurred substantial expense in the training and development of its employees so that they are able to provide said services. Client further acknowledges that cessation of employment with the Company by those individuals servicing Client would cause significant and immeasurable damage to the Company. Therefore, Client hereby agrees that it shall not hire or employ, directly or indirectly, any employee of the Company, or any individual who was formerly employed by the Company over the course of the twelve (12) months predating this agreement, for a period of no less than twelve (12) months following expiration or termination of this agreement without the prior written consent of a Company officer.

The following Sections are considered to be included in the Terms and Conditions when a signatory from both parties initials each section to indicate its inclusion within the Proposal and this Agreement.

U.L. Systems

39. **U.L. Certificated Systems.** If the System is certificated by Underwriters Laboratories or any similar organization, you shall pay Company's then prevailing initial and renewal certificate fees. If the System is activated without objective physical evidence of the need for such activation and Company dispatches an agent, you shall pay the Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If U.L. adopts new or different requirements for the certificate issued, the Company agrees, upon receipt of your written consent, to perform all services necessary to satisfy the new or different requirements of U.L. for the certificate issued and you shall pay all fees, costs and expenses for such work at the Company's then prevailing charges.

Section 39 is included as part of this Agreement:
Customer Initials _____ Company Initials _____

Monitoring Systems

40. **Communications Equipment and Services.** The System and the transmission of Data from the System, regardless of the communications equipment or communications service used, may be interrupted, circumvented or otherwise compromised. If such equipment or service is inoperative or interrupted by any natural or human cause, including the loss of a telephone line or dial tone (either because the line is cut or otherwise) or the failure of the internet connection to the Premises or the monitoring facility, there will be no indication of such interruption unless you elect to use and pay for some available form of technology that detects and reports such an interruption. You must test the System's Data transmission with the monitoring facility immediately after the installation, modification or repair of any communications equipment or communications service. The use of DSL or other broadband telephone service may prevent the System from transmitting Data to the monitoring facility or interfere with the telephone line–seizure feature of the System. (DSL or other broadband telephone service should be installed on a telephone number that is not used for System Data transmission). You may elect to use some form of back-up communication equipment or service (e.g., telephone combined with some form of wireless communication). You will need some other means of communications if and when the System transmits Data by telephone. You must confirm that your communications equipment or services are compatible with the System including after there are changes to the communications equipment or services. You must test the System periodically, at least monthly. You must immediately report (i) problems with the communications equipment or communications services to the communications provider; and (ii) problems with the System to the Company for repair service. You must pay all charges for communications equipment and communications services, including any charges for the installation, modification or repair of such communications equipment and communications services. Company shall have no responsibility for your equipment or devices or any equipment, devices or property of any communications equipment or service provider.

41. **False Alarms; Suspension of Service, Shut-Down and Lock-Out.** You agree to prevent false alarms and be solely liable for false alarms. Excessive false alarms are a material breach of this Agreement. You must pay (or reimburse Company) any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency. Company may, in its sole discretion, electronically lock out the Panel to limit access to Company only. If you default under this Agreement, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system, or otherwise excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to (i) remove the System from the Premises (if installation and sale price not fully paid), (ii) disconnect the System, (iii) shut-down the Panel and/or the System, (iv) render some or all of the equipment incapable of signaling locally or communicating with any monitoring station; and/or (v) refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of Company's right to damages.

42. **Web Reporting.** If you elect to receive any form of web-based reporting or access, Company shall grant you a non-exclusive, non-transferable license to use the Internet to access a designated website, **https://ecss.eagleeyenetworks.com/login.html?success=%2F** or **https://www.alarm.com/US/ECSS** (the "Portal(s)"), to permit you to access, input, delete and modify information related to your account and the Services. You (i) acknowledge there is a risk that unauthorized persons may gain access to the Portals and data posted on or entered into the Portals; and (ii) consent to the Company posting response and other status reports on the Portals. Except for your (a) failure to keep confidential all such information, passwords, etc., (b) use of the license or the information in any manner that negatively affects the Company, (c) use of the license or the information for any illegal purpose, or (d) violation of any applicable law, this license will continue and be coextensive with the term of this Agreement. You are solely responsible for information you input, delete or modify. Upon termination of this Agreement or termination or suspension of the license by Company, Company may, immediately and without notice, disable your access to the Portal and cancel all passwords or other access codes.

43. **Suspension of Service.** Company's obligations under this Agreement are waived automatically without notice and you release Company for all loss, damage or expense following any default or breach of this Agreement by you or if the monitoring facility, or communications equipment or services are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charges paid for the period of interruption on your request, which shall be the limit of Company's liability. If this Agreement is terminated or the Services are suspended or terminated for any reason, you shall (i) immediately disconnect the System from all communications equipment and services (e.g., telephone line, radio transmitter, cellular transmitter, etc.) (collectively, the "Communication Services"); and (ii) promptly provide us reasonable access to the premises to disconnect the System from the Communication Services. Upon termination of this Agreement or if the Services are suspended or terminated for any reason we may, in our sole and absolute discretion, without notice, and without any liability, remotely disable, disconnect or block the System and Data from the System from communicating with the monitoring facility.

Sections 40, 41, 42 and 43 are included as part of this Agreement:
Customer Initials _____ Company Initials _____

Video System

44. **Video System Requirements.** Clients whose System transmits video will (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all persons who may use the Service or the System of any limitations respecting the Service or the System as set forth in this 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 some form of broadband connectivity to permit the transmission of video from any System; (vi) use the Service and video transmitted from a System to be used only for the intended purpose of providing security surveillance or management services and for no other purpose, including any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of each of the Services; (ix) keep confidential all passwords, account information and access codes that permit access to or the use of the Service or any System. CLIENT WILL NOT AUDIOTAPE OR EAVESDROP ON ORAL COMMUNICATIONS OF OTHERS WITHOUT HAVING SECURED ALL NECESSARY PERMISSION TO DO SO LAWFULLY.

Section 44 is included in this Agreement:
Customer Initials _____ Company Initials _____

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH ABOVE AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION SET FORTH ABOVE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ECI SYSTEMS, LLC	**CLIENT**
By: _____	By: _____
Authorized Representative Signature	Client Signature
By: _____	By: _____
Authorized Representative Printed Name	Client Printed Name
Date: _____	Date: _____

Prepared by: James Willoughby, james.willoughby@ecintegrated.com **Date:** 8/31/2018

Accepted by: _____ **Date:**_____