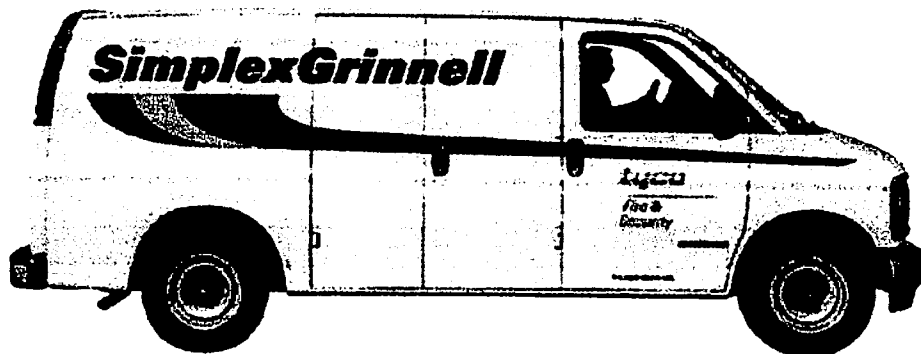


SimplexGrinnell BE SAFE.

A Tyco International Company

SimplexGrinnell Be Safe



Lackawanna County

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Inspection Plus Proposal

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THE SIMPLEXGRINNELL ADVANTAGE

Selecting SimplexGrinnell for your inspection services may be one of the soundest decisions you ever make.

You'll have peace of mind in knowing that the critical systems helping protect your people, property and business are being maintained and serviced by the most capable organization in this industry. *Here's why:*

Experience – a 150+ year heritage that no one can match

Service and Support – with company-owned District Offices throughout North America. Our capabilities are second to none

Technical competence – our own, highly skilled workforce of professionally trained and NICET-certified technicians

Breadth – direct experience in service and repair of all major equipment brands

Support – we're 12,000 strong, with engineering, manufacturing and service capabilities second to none

Cost-effectiveness – single-source service capability for all your systems, with economies of scale

Flexibility – tailoring our services to the needs of your business

National program management – consistency for all your locations, with centralized administration

Reporting – helping you meet code and insurance requirements

Reliability – confidence in using a long-term world leader in the life-safety and building systems industry



Fire Alarm System Maintenance and Service

SimplexGrinnell will provide the following services:

Test and Inspection Service

- On a semi annual basis inspect fire alarm system to determine that it is in service and in accordance with NFPA standards
- On a semi annual basis functionally test and inspect fire alarm control panels and remote panels per NFPA standards
- On a semi annual basis inspect and meter system batteries
- On annual basis functional test all smoke detectors, heat detectors, pull stations, audio/visual and visual only devices in accordance with NFPA standards
- Smoke detector cleaning and sensitivity will be completed at a rate of 50% per year per the NFPA standard
- On a annual basis test/inspect output relays and test activation
- On a annual basis test/inspect supervised alarms
- On a annual basis conduct full visual inspection of fire alarm system
- Provide complete computerized documentation at time of inspection
- Documentation to include exact location of each device tested, test result and applicable voltage reading
- All inspection documentation shall be archived by SimplexGrinnell

All fire alarm system inspection are conducted as per NFPA 72 Chapter 10 code requirements

Emergency Service and Labor

- Standard service provided during normal working hours, Mon-Friday, 8a.m. - 5p.m., excluding holidays
- Includes labor, travel, and mileage charges and repairs associated with normal equipment failures
- Emergency service will be provided within 2 hours of notification Monday through Friday, 8a.m. to 5p.m., excluding SimplexGrinnell LP holidays.
- Provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed device.
- **With standard emergency service, customer is invoiced at standard (normal working hours) labor rate for billable after hours service calls.**

Panel Component Replacement for Listed Access Control Equipment

- Replacement of main control panel components
- Circuit boards and all components in the control panel, annunciator panels, transponders, power supplies, printers keyboards and monitors.
- System Battery replacement
- Reprogramming of system due to failure
- **Replacement of faulty wiring is not covered**
- **The agreement does not include a man lift. The customer may provide a man lift or SimplexGrinnell LP can provide a price quote**

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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County Court House Fire Alarm System

- (1) Simplex 4100U main fire alarm control panel
 - (90) Analog Smoke Sensor
 - (8) Analog Duct Smoke Sensor
 - (12) Pull Station
 - (34) Audio/Visual
 - (72) Visual Only
 - (2) NAC Power Supply
- Total Annual Investment: \$4,445.00**

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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County 911 Fire Alarm System

- (1) Simplex 4100U main fire alarm control panel
- (2) 4009 NAC Power Supply
- (34) Analog Smoke Sensor
- (17) Analog Duct Smoke Sensor
- (14) Heat Sensor
- (8) Pull Station
- (19) Audio/Visual
- (36) Visual Only
- (2) LCD Annunciator
- (1) Printer
- (1) Leak Protection System

Total Annual Investment: \$4,752.00

Access Control System Maintenance and Service

SimplexGrinnell will provide the following services:

Head End File Servers

- On a semi annual basis test communication between file server and network, workstations and field controllers
- Monitor File server performance
- Complete any required hardware maintenance
- Install current software revisions or service packs as installed
- Test functionality of all printers
- Test/Inspect history log files
- Make recommendations based on current performance

Local Controllers

- Clean each controller enclosure and inspect wiring
- Verify voltage levels are within specifications
- Verify LED diagnostic lamps are operational
- Perform Load testing of all backup batteries
- Run UPS diagnostics to ensure proper cutover in the event of main power outage

Access Door Hardware

- Test/Inspect all access door hardware components including readers, request to exit devices, locks, door position monitors
- Inspect physical alignment of each access door
- Test each door to ensure that event routing is reporting properly to the head-end file server

Input/Output Devices

- Test/Inspect all input/output devices that are integrated in to the system to determine proper functionality and reporting to the head-end server

Emergency Service and Labor

- Standard service provided during normal working hours, Mon-Friday, 8a.m.- 5p.m., excluding holidays
- Includes labor, travel, and mileage charges and repairs associated with normal equipment failures
- Emergency service will be provided within 2 hours of notification Monday through Friday, 8a.m. to 5p.m., excluding SimplexGrinnell LP holidays.
- Provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices
- **With standard emergency service, customer is invoiced at standard (normal working hours) labor rate for billable after hours service calls**

Component Replacement for Listed Access Control Equipment

- Total parts replacement of all listed Access control equipment, including controllers, card readers, printers, workstations, request to exit sensors, pushbuttons and keyboards
- Reprogramming of system due to failure
- **Replacement of faulty wiring is not covered**
- **The agreement does not include a man lift. The customer may provide a man lift or SimplexGrinnell LP can provide a price quote**

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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County Court House Annex Access Control

(30) Rex Sensor

(31) Palm Switch

(46) Prox Point Reader

(6) Power Supply

(3) ISTAR PRO Controller

(1) Standard Software Support

(1)CCURR Headend Equipment

Total Annual Investment: \$7,865.00

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Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County Court House Access Control

- (1) CCUR Server
- (1) Work Station
- (32) ProxPro II Reader
- (6) ProxPro W/Keypad
- (7) VProx Finger Print Reader
- (24) REX Sensor
- (2) Keyswitch
- (15) Palmswitch
- (6) Power Supply
- (6) ISTAR016 Controllers
- (1) Standard Software Coverage

Total Annual Investment: \$14,274.00

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Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County 911 Access Control/Fence Protection

- (1) CC800 File Service
- (2) CC800 Work Station
- (22) Card Reader
- (18) REX Detector
- (1) Push Button
- (29) STD Door Contact
- (8) OH Door Contact
- (1) Senstar Fence Protection
- (1) Barrier Gate Control
- (1) Power Supply

Total Annual Investment: \$17,160.00

CCTV Maintenance and Service

SimplexGrinnell will provide the following services:

Matrix Switchers

- On a semi-annual schedule, SimplexGrinnell will clean equipment housings; check BNC connections and replace them where necessary
- Check keypads for functionality and wear
- dress cabling if necessary
- inspect the operation of cooling fans
- test the computer interface (if present); and verify the video routing and sequencing

Cameras

- On a semi-annual schedule, SimplexGrinnell technicians will inspect each fixed and PTZ camera installed at your facility to ensure correct operation.
- Test and inspect presets, salvos, tours, pattering, part functionality, and ranges of pan, tilt and zoom
- Ensure that lenses and domes are unobstructed and clean, camera mounts are tight, and that each camera produces a clear and focused image.
- Check all cables for wear; re-terminate or replace loose or faulty connections
- Check camera power supplies for proper voltage.
- Check that camerahousing fans are working
- Replace any parts that may have been ordered as a result of the inspection, such as cooling fans, heaters, lenses, etc.

Monitors

- On a semi-annual , SimplexGrinnell will check CCTV monitors for picture quality
- Determine the level of tube burn-in
- Test for brightness or contrast problems
- Verify the displayed image quality coming from each camera.

Multiplexers

- On a semi-annual, SimplexGrinnell will check all monitor outputs for proper display
- Check for menu access and functionality
- Check front panel controls for proper functionality.

Digital Video Recording (DVR)

- On a semi-annual schedule SimplexGrinnell will ensure that proper setup parameters remain in effect and that drive volumes have sufficient video storage space
- Inspect cables for wear or loose connections; and verify operational programming and the integrity of backups
- Clean, and if necessary replace, internal exhaust fans and filters

Emergency Service and Labor

- Standard service provided during normal working hours, Mon-Friday, 8a.m.-5p.m., excluding holidays
- Includes labor, travel, and mileage charges and repairs associated with normal equipment failures
- Emergency service will be provided within 2 hours of notification Monday through Friday, 8a.m. to 5p.m., excluding SimplexGrinnell LP holidays.
- Provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices
- **With standard emergency service, customer is invoiced at standard (normal working hours) labor rate for billable after hours service calls**

Component Replacement for Listed CCTV Equipment

- Total parts replacement of all listed CCTV equipment, including DVR, cameras, lenses, housings, multiplexers, monitors, switchers, keyboards.
- Reprogramming of system due to failure
- **Replacement of faulty wiring is not covered**
- **The agreement does not include a man lift. The customer may provide a man lift or SimplexGrinnell LP can provide a price quote**

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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County Court House CCTV

- (11) ADCDH3895CN4 Color Camera Pack
- (3) Power Supply
- (5) ADCDH2506CN Color Camera Pack
- (19) ADCSMCRNR Discover Inside Mount
- (2) Power Supply
- (12) RAS91612X2s Dome Kit
- (1) Power Supply
- (24) RAS9170PCW Dome Kit
- (6) Power Supply
- (6) CCTV 15" Monitor
- (3) CCTV 17" Monitor
- (1) CCTV 21" Monitor
- (6) Intellex 16 Channel 500GB DVR
- (1) Matrix Switch
- (1) Matrix Alarm
- (2) Keyboard

Total Annual Investment: \$16,715.00

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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County 911 CCTV

- (1) AD CCTV System
- (8) AD Outdoor Dome Camera WP
- (3) AD Indoor Camera
- (2) AD Outdoor Camera WP
- (4) 17" CCTV Monitor
- (4) 20" CCTV Monitor
- (4) Keyboard Controller
- (1) Intellex DVR
- (1) Matrix Switch
- (1) Power Supply
- (1) Code Generator
- (1) Alarm Interface
- (1) Fiber Interface

Total Annual Investment: \$7,854.00

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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

Lackawanna County Court House Annex CCTV

- (4) ADCDH2506CN8 Color Camera
- (1) ADCDH2506CN4 Color Camera
- (3) Power Supply
- (3) INTELLEX 16 Channel DVR
- (3) 2.8 Color Camera Pack
- (1) CCTV 9" Color Monitor

Total Annual Investment: \$4,752.00



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SimplexGrinnell LP
Meadows Business Center
6330 Hedgewood Drive-Ste 250
Allentown, PA 18106

SimplexGrinnell

Lackawanna County Price Summary

Below is the annual cost summary for each location and type of system covered in the service agreement. Pricing is based on the attached equipment lists and scope of work.

Lackawanna County Court House

Fire Alarm System.....\$4,445.00
Access Control.....\$14,274.00
CCTV.....\$16,715.00
Total Annual Cost.....\$35,434.00

Lackawanna County Court House Annex

Access Control.....\$7,865.00
CCTV.....\$4,752.00
Total Annual Cost.....\$12,617.00

Lackawanna County 911 Center

Fire Alarm System.....\$4,752.00
Access Control.....\$17,160.00
CCTV.....\$7,854.00
Total Annual Cost.....\$29,766.00

Total annual cost for all locations and systems.....\$77,817.00

The term of the agreement will be for three years commencing on March 1, 2010 and ending on February 28, 2013. During the term of the agreement to annual cost will not increase unless additional equipment is added or the scope is changed. Any additional cost will be agreed upon by both parties in writing prior to becoming effective.



SERVICE AGREEMENT

This agreement is made by and between Lackawanna County ("Customer") and SimplexGrinnell LP ("Company") and is effective as of 03/01/2010 to 02/28/2013.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:

Lackanna County Court House Fire Alarm System, Lackawanna County 911 Center Access Control System, Lackawanna County 911 Center CCTV System, Lackawanna County 911 Center Fire Alarm System, Lackawanna County Court House Access Control System, Lackawanna County Court House Annex Access Control System, Lackawanna County Court House Annex CCTV System, Lackawanna County Court House CCTV System

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Seventy-Seven Thousand Eight Hundred Seventeen Dollars and 0 Cents (\$77,817.00).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

CUSTOMER

Lackawanna County
200 Adams Avenue
Scranton, PA 18503

SIMPLEXGRINNELL LP
Meadows Business Center
Allentown, PA 18108

By: _____

Print Name: *

Title: _____

Phone# : _____

Fax# : _____

Customer email : _____

PO# : _____

(Customer)# : _____

Date : _____

By: 

Print Name: Glenn Forpiglia

Title: SSR

Phone Number : 570-840-9568

Fax Number : 570-586-8492

E-Mail Address: gporgiglia@simplexgrinnell.com

License Number (if applicable): _____

Date : 2-26-2010

Authorized Manager : _____

Terms and Conditions

1. **Term.** The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. **Code Compliance.** Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. **Limitation Of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement.

Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

10. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. **Confined Spaces.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

16. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. **Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

20. **Force Majeure.** Company shall not be

responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

21. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. **Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½ % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. **One-Year Limitation On Actions; Choice Of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

25. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

26. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

27. **Severability.** If any provision of this Agreement



SERVICE AGREEMENT

(continued)

is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.