



EXHIBIT "A"

Cincinnati 10200 Reading Road Cincinnati, OH 45241 (513) 733-5655	Dayton 420 Congress Park Dr. Dayton, OH 45459 (937) 426-9717	Columbus 2395 Southwest Boulevard Grove City, OH 43123 (614) 449-2101
Akron 451 Kennedy Road Akron, OH 44305 (330) 535-4343	Cleveland 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851	www.silcofs.com

THIS AGREEMENT, THE "AGREEMENT", MADE BY AND BETWEEN BRAKEFIRE, INC. DBA SILCO FIRE & SECURITY HEREINAFTER REFERRED TO AS THE "COMPANY" AND

City of Brecksville Maintenance Shop

HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT

(NAME)

9069 Brecksville Rd Brecksville, Oh 44141

440.655.4695

(EQUIPMENT LOCATION)

(PHONE NUMBER)

9069 Brecksville Rd Brecksville, Oh 44141

440.655.4695

(BILLING ADDRESS)

(PHONE NUMBER)

For the consideration and pursuant to the terms and conditions hereinafter mentioned, Company agrees to sell and provide equipment and services as detailed below and as specified in any attached schedules referred Paragraph 4.1. of this Agreement.

1. EQUIPMENT DESCRIPTION:

Fire alarm monitoring set up with existing starlink

Once installed, the Equipment may be collectively referred to as the "System."

*Note: Client acknowledges that (I) additional equipment at additional cost, can provide increased detection ability, (II) Client has voluntarily elected to accept the System based on Client's individual reasons, and (III) Client understands and agrees that the state or local municipality may require that the Client obtain a license or permit for the installation, use, or monitoring of the System, and that the Client is solely responsible for determining and complying with such obligations.

2. SERVICES

Security/Fire Monitoring		50	per month
<input type="checkbox"/> Security	<input type="checkbox"/> Total Connect Basic		
<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> Total Connect Automation		
<input type="checkbox"/> Cell / IP Primary Communication (circle one)	<input type="checkbox"/> Total Connect Video		
<input type="checkbox"/> Cell / IP Backup Communication (circle one)	<input type="checkbox"/> Openings and Closings		
<input type="checkbox"/> Video Verification, _____ Cameras	<input type="checkbox"/> Supervised Open / Close		
Access Control			_____ per month
<input type="checkbox"/> Hosted Access Control _____ Doors	<input type="checkbox"/> Managed Access control 24 x 7 _____ Doors		
<input type="checkbox"/> Unlimited Custom ID Card Requests _____ - _____ Active Users			
Video			_____ per month
<input type="checkbox"/> Video Monitoring- _____ cameras _____ events per month _____ coverage rate			
<input type="checkbox"/> Video Audio Talk Down			
<input type="checkbox"/> Video Patrols: _____ cameras _____ patrols per month			
<input type="checkbox"/> Hosted Video: _____ cameras			
Maintenance Plan <input type="checkbox"/> M-F, 8-5 <input type="checkbox"/> 24 x 7			_____ per month
<input type="checkbox"/> Security System <input type="checkbox"/> Video System			
<input type="checkbox"/> Fire Alarm System <input type="checkbox"/> Access Control System			
Inspection / Preventative Maintenance			_____ per month
<input type="checkbox"/> Security System _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
<input type="checkbox"/> Fire Alarm System _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
<input type="checkbox"/> Video System _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
<input type="checkbox"/> Access Control System _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
Billing (To Occur Annually) or Quarterly			
<input checked="" type="checkbox"/> Mailed <input type="checkbox"/> Emailed _____			

THE ABOVE SERVICE CHARGES PLUS SALES TAX ARE PAYABLE ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF INSTALLATION AND ON THE FIRST DAY OF ALL FUTURE BILLING CYCLES. ALL CHARGES WILL BE PRORATED TO THE FIRST DAY OF THE MONTH

3. INSTALLATION PAYMENT TERMS

3.1 Client agrees to pay Company for equipment and installation, the sum of:

\$ 0 TOTAL EQUIPMENT & INSTALLATION COST PLUS TAX \$ _____ DOWN PAYMENT Upon Signing this Agreement

3.2 Client agrees to pay Company the service charges as detailed in section 2 above for a period of **one (1) year** unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the time from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of **one (1) year** each, after the initial period unless Client gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.

3.3. DISCLAIMER AND LIMITATION OF LIABILITY

CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE ANY REMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE COMPANY ITS SUCCESSORS, ASSIGNS, AGENTS, AND EMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.

THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.

4. ADDITIONAL TERMS:

4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows:
 Schedule(s) A B C D E F G Other

5 Client further acknowledges that Client has read and understands all of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

6. CANCELLATION (CONSUMER TRANSACTIONS ONLY)

6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.

Client

Silco Fire & Security

 Client (Signature) (Date)

Brian Partee

 Authorized Sales Consultant (Signature)

 Client (Print Name) (Title)

Brian Partee

 Authorized Sales Consultant (Print Name)

1. LIMITED WARRANTY

1.1 The Company hereby warrants to client that the equipment, wiring, and devices that it installs are installed in a good and workmanlike manner. In the event that any part shall become defective within 90 days from the date of the original invoice for this installation, company shall replace or repair the defective equipment or part without charge to client. **REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.** This limited warranty is not assignable.

1.2 Except for the limited warranty as set for in paragraph 1.1, the Company makes **NO EXPRESS WARRANTIES** as to any matter whatsoever, including, without limitation, the condition of the equipment and make **NO IMPLIED WARRANTIES INCLUDING ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, 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. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.** Client acknowledges that any affirmation of fact or promise made by company shall not be deemed to create an express warranty.

1.3 This warranty does not cover any damage to material or equipment caused by accident, vandalism, client negligence, flood water, lightning, fire, intrusion, abuse, misuse, an act of god, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than the Company, or any other case other than ordinary wear and tear. Failure to follow Company and manufacturer instructions for system operation will void any and all warranties.

1.4 **THE COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE EXPRESSLY EXCLUDED HEREBY.**

1.5 Client acknowledges that client is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose:

1.6 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 limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary, from state to state.

1.7 Company does not provide any warranties, express or implied, **INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** for existing equipment, devices, or wiring that are "taken over" or implemented into the system at client's request.

2. PAYMENT TERMS

2.1 In addition to the payment terms set forth on page one of this Agreement, the following terms are agreed by the parties.

2.2 For any services provided to Client in addition to the terms set forth on page one of this Agreement, including services specifically addressed later in this Agreement, Client shall pay Company on a time and material basis at Company's prevailing rates. Charges for time and material maintenance services are based upon Company's service rates in effect at the time of service.

2.3 Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are authorized by Client, all sales, consulting, installation and repair services supplied by Company shall be subject to the terms of this Agreement, except that additional charges shall be made for such additional sales, installation or services.

2.4 Company shall have the right to increase charges at any time after the initial term of this Agreement with advance written consent of Client. Absent Client's written consent, Company reserves the right to terminate this agreement after providing Client with thirty (30) days written notice.

2.5 The failure to pay any amount when due shall entitle Company, at Company's sole discretion, and in addition to any of the remedies permitted by law, to immediately terminate this Agreement, and to cease to respond to any alarms received at Company's central station originating from Client's Premises, all without liability of any nature whatsoever to Company. Client agrees that it shall remain liable for the balance of the contract term if it cancels or terminates this agreement prior to the contract end date as set forth herein, or if it ceases payment on this agreement for any reason.

2.6 In the event of any default by Client, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and Client shall immediately pay to Company (a) all payments then due and payable, and (b) the obligations for the unexpired term shall immediately accelerate and become then due and payable; and company shall have no further obligation to perform under this Agreement.

2.7 In the event this Agreement is cancelled by the Client any time (and after 3 days for consumer transactions), Client will pay Company a fee equal to actual costs incurred by Company prior to cancellation. Client specifically authorizes Company to deduct such costs, from any deposits held by Company.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

3.1 Client shall carefully and properly operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturer during the term of this Agreement.

3.2 It is the sole responsibilities of the Client to: (I) furnish any necessary telephone service, lines, jacks, network or internet connection at Client's own expense and all telephone or transmission charges shall be billed to Client (II) furnish an necessary electrical service, outlets, and current through the Client's meter and at the Client's sole expense (III) confirm that the Telephone, computer, or network equipment is compatible with the System when there are changes to the Telephone equipment, network or internet services rendered to client by the telephone, cable provider, or other such company, i.e. Voice, call waiting, answering machines, etc. and (IV) test the System and areas and zones of coverage periodically, at least monthly and whenever changes are made to the system or to the telephone, network, electrical, or internet service for the Premises. Any claimed inadequacy or failure of the System shall be immediately reported in writing to Company for service.

3.3 Client is solely responsible for providing and maintaining any computer network facilities (WAN, LAN), computers, or databases that interface and/or are connected to System according to the Company and manufacturer specifications and requirements. Client will provide the necessary bandwidth, router configurations, internet protocol (IP), gateway, and subnet mask addresses as well as timely, qualified assistance for troubleshooting and connecting to their network facilities. Client is responsible for creating and entering all data into databases as well as providing any required information or data such as pictures, logo, and barcodes.

3.4 For camera and video Systems, Client agrees to provide all necessary lighting for proper illumination of viewed areas and understands that video images are subject to change with the environment. Company cannot guarantee video storage length, image quality or admissibility of images for use in court or to make positive identifications. Client is solely liable for the legality and content of recording video or audio that may occur both on and off the Premises.

3.5 Client is solely responsible for any devices or systems that connect to the System and were not provided by Company, or which are provided by Company but serviced by others, e.g. fire suppression, HVAC, lighting, elevators, doors, locks, openers, gates, etc. For elevator recall applications, customer is to supply telephone lines and all elevator control equipment, programming, and testing. Should any such peripheral or collateral system cause malfunction, decrease effectiveness, or disable System, responsibility for the same is with Client and shall void Company's warranty.

3.6 Client agrees to furnish to the Company and to maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an alarm and to which company may respond to request for service or change to the system, also collectively referred to as the Contact List. Client shall also furnish a written opening, closing, and holiday schedule, or other special instructions, if applicable to the services provided herein. Client agrees to provide all information, changes, revisions and modifications to the Company in writing in a timely manner.

3.7 Suspension of Service. Client agrees that Company's obligations hereunder are waived automatically without notice and Client releases Company for all loss, damage and expense in the event that the central station, telephone network, equipment, or facilities necessary to operate the System or central station are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and Client shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Client and this shall be the limit of Company's liability.

3.8 CLIENT SELECTED SERVICE

CLIENT ACKNOWLEDGES THAT WHERE BURGLAR and/or FIRE ALARM OR ACCESS CONTROL EQUIPMENT OR VIDEO CAMERAS ARE PROVIDED, THE SYSTEM IS DESIGNED TO DETECT, RESTRICT, SENSE, RECORD, OR VIEW ONLY THOSE AREAS SPECIFICALLY CONTAINED IN THE EQUIPMENT DESCRIPTION OR ZONE LIST PROVIDED TO CLIENT AND FURTHER ARE LIMITED TO HOW THEY WERE ACTUALLY INSTALLED, TESTED, AND PROGRAMMED FOR THE CLIENT'S THEN DESIRED COVERAGE AND THAT THE CLIENT MAY HAVE CHANGED THE COVERAGES DURING THE INSTALLATION OR AFTERWARDS; THAT SUCH EQUIPMENT PERFORMS ONLY THOSE FUNCTIONS AND THE SYSTEM IS ACTIVATED ONLY UNDER THE CIRCUMSTANCES LISTED IN THE MANUFACTURERS MANUALS AND SPECIFICATIONS INCORPORATED HEREIN BY REFERENCE. FURTHER, CLIENT ACKNOWLEDGES THAT (A) COMPANY HAD EXPLAINED THE FULL RANGE OF PROTECTION, EQUIPMENT AND SERVICES AVAILABLE TO CLIENT (B) CLIENT DESIRES AND HAS CONTRACTED FOR ONLY THE EQUIPMENT AND SERVICES ITEMIZED ON THIS AGREEMENT AND (C) ADDITIONAL ELECTRONIC PROTECTION AND EQUIPMENT OVER AND ABOVE THAT PROVED HEREIN IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO THE CLIENT.

4. TERMS OF SERVICES PROVIDED

4.1 Title to the digital alarm communicator or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and material shall remain at all times in Company until fully paid.

4.2 Central Station Monitoring/Remote Station Monitoring.

4.2.1 Central Station Monitoring service, if selected under Section 2, consists solely of contacting governmental emergency services and/or the Client's Premise and/or Client's contract list no more than once upon receipt of alarm signals transmitted from the System to the central station. Company's efforts to notify governmental, emergency service or Client's Contact List shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

4.2.2 Upon receipt of an alarm signal and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises to confirm the necessity to report the receipt of an alarm signal to the Contact List or any other person, or governmental emergency service. Upon an alarm, if an authorized passcode holder requests not to contact governmental emergency services, Company will abide to the request but shall have no liability for not contacting governmental emergency services. In the event of a false alarm, Company shall not be responsible for false alarm fines. No monitoring service shall be rendered for undefined or unintelligible signals. Client may request a copy of their current contact list or a list of their System alarm zones and the associated Alarm Signals anytime for clarification, review, and changes.

4.2.3 Client is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.

4.2.5 For trouble signals, low battery signals or those signals from client monitoring temperature, water, liquid, gasses, machine status or conditions, or other critical alarm incidents, company is responsible only to notify the Premise or Client's Contact List at the earliest possible time.

4.3 False Alarms. In the event the System is activated for any reason whatsoever, the Client shall pay, without any right to be reimbursed by Company, any fines, fees, costs, expenses and penalties assessed against Client or Company by any court or governmental agency, and shall hold harmless and reimburse Company for any such expenses it incurs as a result of any false alarms from Client's premises.

4.4 Client acknowledges and agrees that it is Client's specific intent that all medical alert signals shall be deemed by the parties to be general emergency signals (hereinafter "General Emergency Signals" and NOT signals denoting any medical emergency requiring Company to contact or dispatch any medical, hospital, ambulance, or other like entity, person or service (hereinafter "Medical Assistance"). Client agrees that it is Client's sole responsibility to (I) prepare for any medical emergency, and (II) contact or dispatch, and/or make other arrangements to contact or dispatch, Medical Assistance if and when necessary by means other than through Company.

4.5 Client acknowledges and agrees that Company's sole responsibility upon receipt of a general emergency signal transmitted from the system is to contact the local authorities responsible for the municipality where the premises are located. Client understands and agrees that Company shall not under any circumstances contact or dispatch medical personnel for Client to the premises. Client agrees to release and hold harmless Company from any and all claims, losses, damages and expenses which Client, or any other person or entity, claims as related to or as a consequence of Company's failure to contact or dispatch medical assistance.

4.6 Non-Warranty Repair/Inspection.

4.6.1 Inspection service of security equipment consists of confirming the operability of the system visible components only. Inspections of commercial fire equipment will be performed in accordance with NFPA codes. Unless selected in Section 2 on the front page of this Agreement, Client shall pay Company on a time and materials basis at Company's prevailing charges.

4.6.2 Client agrees that, if the System is monitored by Company, all service to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original parts or equipment from the original manufacturer. Client agrees to pay Company's standard service rates for such service work.

4.6.3 Client shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.

4.6.4 COMPANY PROVIDES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

4.7 Delays in Service. Company's sole obligation after receiving a service request for a monitored System is to dispatch a service employee to the Premises within a reasonable time. Client bears all responsibility for any interruption in service due to any delay in responding to a request for service.

4.8 Maintenance Plan. If Client selects the Maintenance Plan under Section 2, Company agrees to service the Equipment specified on the attached Equipment listing so long as Client shall not be in default of any provision of this or any other agreement between the parties. Service shall include the labor and parts required to repair or replace Equipment which has become defective through normal wear and usage. The decision as to whether to repair or replace Equipment which has become defective or failed through normal wear and normal usage shall be determined by Company. In the event Company decides to replace said failed part or piece of Equipment Company shall have the right to replace it with either a new piece of Equipment or a reconditioned piece of Equipment and the removed parts or Equipment shall become the property of Company. Service does not include the repair or replacement of Equipment which has otherwise become defective, including but limited to, damage caused by accidents, physical abuse or misuse of the Equipment, acts of God, and fires. Service also excludes labor and materials for costs of relocation, rearrangement, addition to, or removal of Equipment. Changes to software at Client's request shall be deemed rearrangements. All costs to repair or replace underground wiring/cabling are excluded. Company agrees to repair or replace Equipment not covered under the Maintenance Plan which may include obsolete non-serviceable, or factory discontinued Equipment upon request of the Client, who then agrees to pay supplementary charges in accordance with the Company's current rates for such services and Equipment.

4.9 Suspension of Service, Shut Down, Lock Out or Removal of System: Client understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the digital alarm communicator transmitter ("Panel") permanently in order to limit access to the Panel to Company only. Should Client default hereunder, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" System or the System excessively signals Company's central station without apparent reason, Client authorizes and empowers Company to, without limitation, do any one or more of the following: remove the System from the Premises (if installation and sale price not fully paid), to disconnect the System, to shut-down the Panel and/or System and/or render some or all of the Equipment incapable of signaling locally or communicating with any central station. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights. In the event of "runaway" or "excessive signals", the Client must authorize and pay for the Company to remedy the situation within 24 hours to avoid possible charges for signals sent.

4.10 Transmission of Alarm Signals.

4.10.1 Client understands that transmission of signals or voice from the System may be via either wireless signal or wire (telephone line, internet, cable modem, DSL, T-1, dial up, etc.) and that alternative or additional protection can be installed at Client's request and expense as a back up to any one of these transmission modes. Client further understands that for Equipment which transmits signals via wireless transmission, such transmission of messages is probabilistic by its nature and that it can be affected by ground interference, atmospheric conditions, etc. Client acknowledges that the System is not infallible and Client acknowledges that the System or the Transmission of signals for the System by wireless, telephone line, or internet may be interrupted, circumvented or compromised, i.e. cut telephone line or internet access.

4.10.2 Client acknowledges that telephone circuit and internet transmission of signals requires the Client's telephone system, connection to the telephone network, internet, or telephone line ("Transmission Equipment") to be compatible with the System, operating and uninterrupted for a signal to be transmitted by the System or received by the digital alarm receiver located at the central station; if the Transmission Equipment is incompatible, inoperative or interrupted by natural or human causes including, without limitation, the cutting of the telephone line or internet connection, there is no indication of this fact at the central station unless telephone line cut security and internet connection supervisory equipment is included as part of the System and, if the Transmission Equipment is incompatible, inoperative or interrupted, no signal will be received at the central station unless alternative transmission such as wireless or other available technologies are selected by Client at additional cost.

5. INDEMNIFICATION AND RELEASE.

5.1 Company makes no promise of delivery and installation of Equipment or commencement of services by any particular date. Client releases Company for all loss, damage and expense to Client arising out of or from or related to any delay in delivery, installation, commencement or completion of the system and initiation of services.

6. PRIOR AGREEMENTS WITH OTHERS

6.1 Client represents and warrants that Client's execution of this Agreement does not breach and will not breach any contract with or obligation to any other person.

7. MISCELLANEOUS

7.1 No Waiver of Breach. If company shall waive any breach by Client, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

7.2 Client's Purchase Order. It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, the terms of this Agreement shall govern whether such Purchase Orders are prior or subsequent to this Agreement.

7.3 Assignability of Agreement. This Agreement is not assignable by Client except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

7.4 Right to Subcontract. The Company may subcontract for the provision of services under this Agreement. Client agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set forth herein

7.5 Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Ohio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Company, shall be brought in the Court of Common Pleas of Cuyahoga County, Ohio.

7.6 Binding Agreement. This Agreement becomes binding upon Company only (I) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (II) upon commencement of services checked above. This Agreement is binding on the heirs, executors, administrators, successors, and permitted assigns of the parties.

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

7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement that is not expressed herein.