



☐ **Kansas City Office**
1901 E. 119th Street
Olathe, KS 66061
P 816-480-2601
F 816-480-2612
kcpsiservice@dhpace.com

☒ **St. Louis Office**
54 Weldon Parkway
St. Louis, MO 63043
P 314-781-5200
F 816-480-2612
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☐ **Atlanta Office**
221 Armour Drive
Atlanta, GA 30324
P 404-745-7223
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☐ **Dallas Office**
825 W Sandy Lake Rd #100
Coppell, TX 75019
P 214-765-8355
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Tx Lic. B10455801

SOLD TO: Willard Police Department
795 Hughes Rd
Willard, MO, 65781
Chief McClain

PROJECT: City Of Willard Police Department Access Control
QUOTE #: PQ#CRC10437
PAGE: 6 Pages
DATE: 4/18/2025

Account Manager: Randy Cole

Cell: (314) 886-1527

Office: (314) 781-5200

DH Pace Systems Integration is pleased to quote you the following Scope of Work, all applicable taxes included:

DH Pace System Integration (PSI) will provide and install the below listed material:

Provide access control device for 1 Door (Main Interior Vestibule Entrance):

- Provide and install the following for the Main Entrance
 - Life Safety Panel with 2 batteries (IT Closet)
 - Mullion Card Reader
 - Door Position Switch
 - REX motion sensor
 - Low Voltage cabling from SDC to strike and above equipment
 - Cabling will be installed in open rings/hooks where possible
 - Existing raceways will be used where possible
 - Surface mount EMT conduit will be required in some areas
 - Painting of conduit is not included in this proposal
 - Connect to an electric strike at the door.
 - Strike provided and installed by DH Pace EDS Team – Springfield, MO
 - Provide pack of 10 Card Credentials and pack of 10 Key Fobs. 500 Free Mobile credentials included.
- DH Pace to program and test system

This proposal covers the initial yearly cloud fees of \$277.00 and will be automatically renewed based on the activation date of the original project.

Anything not specifically mentioned in the scope above or materials below is excluded from this proposal.

Access Control

Quantity	Description of Material
1	Core Series 4 port 12/24V Smart Hub, 4 entry capacity, Power supply: FPV series, E1 enclosure
1	Mullion Smart Reader V2, black, low and high frequency version
1	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, Grey, 3/4" Gap Size
1	PIR Request to exit sensor with sounder, Grey.
1	Trim Plate For DS150 And DS160
1	Sealed Lead Acid Battery, 12VDC - 8Ah
1	6 ft. Grounded 3-Wire Line Cord.
15	D Rings
35	Cat JP J-Hook, PG, 2"
1	Schlage® MIFARE DESFire EV3 Card, pack of 10
1	Schlage® MIFARE DESFire EV3 Fob, pack of 10



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Cloud System Fees

This proposal covers the initial yearly cloud fees and will be automatically renew based on the activation date of the original project.

Quantity	Description of Material
1	OpenPath - Cloud System Premium Software Support for 1 Entry for 1 year. (Renewed Annually)

For us to complete our work on site in a timely manner, we will need the owner to provide the following items: adequate wall or rack space in an accessible room; 120VAC power for system power supplies and equipment enclosures, computer(s)/server(s) or networking equipment ; access to all areas that we need to perform work; credential starting number, facility code and format;

Our proposal includes the following items: provide and install low voltage cabling; final cable terminations at field devices and headend locations; all installation is to be performed during normal weekday business hours;

Our proposal specifically excludes the following items: permits and permit fees; 110V/120V power requirements; card holder database, access levels, credential(s) enrollment; fire wall penetration(s); fire alarm tie-in; painting of wiremold, connectors, boxes; man lift; overtime or after normal working hours work; prevailing wage rates;

Please sign and either fax quote to Randy Cole at (816) 480-2612 or email it to us at : randy.cole@dhpace.com

SYSTEM INSTALLATION INVESTMENT: \$ 6,883

The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties. All prior proposals, discussions and agreements respecting the subject matter hereof are cancelled.

DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

PROPOSAL – SELLER

This proposal is made this 18 date of Apr, 2025.

Type or print name of Seller

By: _____
Signature

Account Manager

Title

ACCEPTANCE - BUYER

This proposal is accepted this _____ date
of _____ - _____.

Type or print name of Buyer

By: _____
Signature of Owner, Partner or Officer(state which)

Title

TERMS and CONDITIONS

1. Buyer agrees to purchase and the Seller agrees to provide monitoring, repair, inspection and/or response services, and or to sell, install or to cause to be installed the security system (hereinafter called the "System") at premises (hereinafter called the "Premises") indicated in the Monitority Services Agreement and/or Seller's accompanying proposal (hereinafter collectively called the "Agreement").
2. It is understood and agreed by and between the parties hereto that the Seller is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Buyer. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Buyer's property or the property of others located in Buyer's Premises. The amounts payable by the Buyer are not sufficient to warrant Seller assuming any risk of consequential, collateral, incidental or other damages to the Buyer due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to the Seller's negligence or failure to perform. Buyer agrees that the Seller shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Seller to perform any of its obligations hereunder, or the failure of the System to properly operate. If the Seller should be found liable for loss or damage due to a failure on the part of the Seller or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equally to fifty [50] percent of one [1] year's recurring service charge or the amount of \$1,000, whichever is less, or solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Seller, its agents or employees. In the event that Buyer desires the Seller to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Seller will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Seller and the additional charge(s) to be paid by the Buyer.
3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of three years after the first day of the calendar quarter following said date (e.g. April 1st, July 1st, October 1st, or January 1st). This Agreement shall extend automatically for successive terms of one [1] year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the end of the initial or extension terms.
4. Subscriber agrees to pay the Seller the sale and/or installation charges indicated herein by paying the deposit indicated herein at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. If credit terms are approved by the Seller, the Buyer agrees to pay the unpaid balance within thirty [30] days of the invoice date from the Seller. Further, the Buyer agrees to pay the Seller the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated herein quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE BUYER PRIOR TO THE END OF THE TERM OF THIS AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.
5. Seller does not represent or warrant that the System may not be compromised or circumvented, that the System or services will prevent any loss by burglary, holdup, fire or otherwise, or that the System or services will in all cases provide the protection for which it is installed or intended. Buyer assumes all risk of loss or damage to Buyer's Premises or to its contents, whether belonging to Buyer or others; and has not relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement.
6. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Seller for any reason relating to the System or the Seller's duties and obligations pursuant to this Agreement including, but not limited to, the design, installation, repair, monitoring, inspection, operation, or non-operation of the System, Buyer agrees to indemnify, defend and hold Seller harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims and lawsuits are based upon active or passive negligence, indemnification, contribution or strict or product liability on the part of the Seller, its agents or employees, except to the extent such lawsuit occurs while an employee or agent of the Seller is on the Premises and which losses, damages, expenses and liability are solely and directly caused by the acts of said employee or agent.
7. a) The happening of any one or more of the following shall be Events of Default under this Agreement: 1) failure by Buyer to pay any amount within 10 days after the same is due and payable; 2) failure by Buyer to observe, keep or perform any obligation required by it herein; 3) abuse to the System; 4) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Buyer; or 5) excessive false alarms caused by the Buyer.
b) Upon the occurrence of an Event of Default, then at any time thereafter Seller may pursue one or more of the following remedies: 1) by written notice to Buyer, declare the balance of all unpaid amounts due and to become due under this Agreement to the end of the then current term 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 maximum rate permitted by law from

the first occurring Event of Default; 2) proceed at law or in equity to enforce performance by Buyer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; 3) [if applicable] discontinue the furnishing of recurring services, including, without limitation disabling any communication software, hardware and/or firmware contained within the System from the Monitoring Facility, and terminate this Agreement by written notice to Buyer; 4) recover any other costs Seller is required to bear in respect to the System and/or services provided under this Agreement; and 5) recover all expenses, including court costs, collection expenses, reasonable fees of attorneys to whom this Agreement is referred for collection, and any other reasonable costs paid or incurred by Seller in enforcing or attempting to enforce the terms and conditions of the Agreement. Furthermore, if there are any other agreements in effect between Seller and Buyer then Seller, at its option, may deem Buyer's default under any one such agreement to be a default under any or all the agreements and Seller shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements.

- c) The above remedies are cumulative and exercise of one does not preclude the exercise of another.
 - d) If monitoring services are provided, and if the monitoring service is deactivated because of Buyer's past due balance, and if Buyer desires to have the service reactivated, Buyer agrees to pay to Seller in advance its prevailing activation charge.
8. Buyer hereby authorizes and empowers Seller, its agents or assigns, if required by this Agreement, to: a) install the System and to perform any necessary services as required to be performed by Seller hereunder; Buyer acknowledges that the wiring to be run in installing the System shall be exposed wiring, unless the Schedule of Equipment provides that the wiring is to be run in conduit or otherwise unexposed; and b) enter the Premises in the event of an emergency occurring during periods of Buyer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Buyer has furnished Seller with a key or access credential to the Premises.
9. Buyer shall secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring, and/or repair of the System. Buyer shall pay or reimburse Seller for all taxes, fees or charges, including sales/use tax, personal property tax, license and permit fees imposed by any governmental authority (including utility companies) relating to the services provided.
10. Seller shall have the right to subcontract any of the services which it may be obligated to perform. This Agreement and its benefits are not assignable by Buyer except upon the prior written consent of Seller. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to the Seller's maximum liability, and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Seller, and/or the monitoring Facility (hereinafter defined as "Monitoring Facility").
11. This Agreement (together with any individually signed separate Schedules of Equipment and/or rider[s] pertaining to this

Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent written or oral agreement relating to said subject matter. If there is any conflict between this Agreement and Buyer's purchase order this Agreement will govern. This Agreement supersedes all prior agreements for the same service at the same location. There is no course of dealing or usage of the trade that would supplement or conflict with this Agreement's terms. This Agreement may only be amended in writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition. In the event of any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms of conditions shall remain in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one [1] year after the accrual of the cause of action therefore. In addition, where permitted by law, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise). This Agreement shall be governed by the laws of the State of Kansas.

12. The Seller assumes no liability for any delay, however caused, in the installation, repair and/or inspection of the System or for interruption of Recurring Services, due to strikes, fires, power failures, interruptions or unavailability or telephone service, acts of God, or any other cause beyond the control of Seller. Buyer also agrees that all installation, repair and/or inspection dates are estimates only and that the Seller cannot guarantee commencement or completion under this Agreement on any given date.

13. The System sold hereunder is warranted pursuant to the following LIMITED WARRANTY:

- a) **The equipment is warranted to be free from defects in workmanship or materials for a period of one [1] year from the date of completion of the installation. No System, or any parts thereof, may be returned without the express prior written approval of the Seller after a determination by the Seller that such System, or any parts thereof, is or are defective because of poor workmanship or defective materials. Seller shall replace or repair at its sole option such defective System or any parts thereof at its own expense. This Warranty does not include batteries in any devices. This Warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Seller determines that such System or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials.**
- b) **If installation is provided for hereunder, then Seller warrants that the installation of the System is free from defects in workmanship for a period of ninety [90] days from the date of completion of the installation. In the**

event of any defect in such workmanship Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.

- c) If services are performed on installed Systems, the Seller warrants that the parts and labor are free from defects in workmanship or materials for a period of ninety [90] days from the date of completion of the service. In the event of any defect in such workmanship, Seller shall correct such defects without charge to the Buyer only during such ninety [90] day period.
- d) **THE AFORESAID WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HERE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE SELLER BE LIABLE TO BUYER FOR ANY DIRECT, COLLATERAL INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH BUYER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM.**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This Warranty gives the Buyer specific legal rights and the Buyer may also have other rights which vary from state to state.

TERMS AND CONDITIONS APPLYING ONLY TO RECURRING SERVICE TRANSACTIONS

14. This Agreement may be terminated at any time by Seller if, for any reason, its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Facility are terminated; the Monitoring Facility or other authorities having jurisdiction direct that such System or signal receiving equipment is removed or replaced; or the connection is denied the Seller or the Buyer by any other party.
15. Seller shall have the right to increase the rates provided herein, upon written notice to Buyer, at any time or times after the date service is operative under this Agreement. Subscriber agrees to notify Seller of any objection to such increase in writing within thirty [30] days after the date of the notice of increase, failing which it shall be conclusively presumed that Buyer has agreed to such increase. In the event Buyer objects to such increase, Seller may elect, at its option, to: a) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Buyer, or b) terminate the Agreement upon fifteen [15] days advance written notice to Buyer.
16. Buyer agrees: a) to furnish to Seller, in writing and on a continuing basis, a list of the names, titles and telephone numbers of persons to be notified upon receipt of a signal; b) that the System is designed to provide coverage based upon the layout of the Premises at the time of installation and that any alterations, remodeling or any stock, fixture or structural changes, or other similar changes may affect the operation of the System; c) not to tamper with, damage, or misuse said System and to indemnify Seller for the cost of repair or replacement as a result of any such damage to, or the loss of,

or misuse of any portions of the System; d) to repair, service and/or to assure the operation of any other property, system, or device of Buyer, or of others, to which the System may be attached or connected; e) to provide necessary electrical power at location(s) on the Premises as required by Seller through Buyer's meter and at Buyer's expense; f) to test and set the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Seller is unable to detect such changes unless the Buyer notifies Seller and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained; g) to turn off or remove all things which may interfere with the effectiveness of the System's space protection components; h) to refrain from causing false alarms and to pay, or reimburse Seller for payment of any fine, penalty, or fee paid by Seller or assessed against Seller by any governmental entity, municipal agency, and/or Monitoring Facility; i) to notify Seller promptly upon discovery of a need for service to the System; and j) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Buyer's expense so as to be acceptable to the insurance carrier, fire rating, bureau or agency or other authorities having jurisdiction when equipped with the Seller signaling devices.

17. Seller assumes no liability for interruption of monitoring, repair and/or any other recurring service due to strikes, riots, floods, lightning, earthquakes, power failures, interruption or unavailability of telephone service, or for any other cause beyond the control of the Seller, and the Seller will not be required to supply services to Buyer while such interruption may continue. Any repair or replacement of the System necessitated by any such event will be at Buyer's expense. This Agreement may be suspended or terminated, at the option of Seller, if the Premises, the System or any part thereof, or the signal receiving equipment within the Monitoring Facility, is destroyed by fire, lightning or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Seller or the Monitoring Facility is unable to render service as a result of any action by any governmental authority. Upon such suspension or termination, an equitable refund of the service charge paid, but not yet earned, shall be made. If, in the opinion of Seller, connection of the System to the signal receiving equipment adversely affects the signal receiving equipment, this Agreement may be terminated thirty [30] days following written notice to Buyer. Similarly, at the option of the Buyer, this Agreement may be suspended or canceled upon written notice in the event that the Premises are destroyed by fire or other catastrophe, provided that such notice is given within ten [10] days of such event. In either such event, any advance payments made by Buyer to Seller for service which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Buyer.
18. IF MONITORING SERVICE IS FURNISHED, THEN, in the event the System transmits signals to the Seller's Monitoring Facility or any other monitoring facilities (herein collectively referred to as the "Monitoring Facility"), Seller, or its designee, agrees to monitor such signals. If the signals transmitted from the Premises will be monitored in police, fire, or municipal departments, the Seller, or its designee, agree to provide and

maintain, or cause to be provided and maintained, a remote monitoring facility consisting of a signal receiving equipment at such Monitoring Facility. Each site covered under this Agreement shall be designated in a separate Customer Information Form, a copy of which is attached and forms an integral part of this Agreement. Additional sites may be added on a case-by-case basis, to be approved individually and in writing by an authorized representative of the Buyer. All sites to be monitored are subject to the same terms and conditions of this Agreement.

19. RECEIPT OF SIGNALS/RESPONSE TO ALARMS:

a) **MONITORING FACILITIES:** The Seller, or its designees, shall do the following:

- 1) Upon receipt of a manual or automatic smoke or fire alarm signal, transmit the alarm to the fire department and the location designed by the Buyer and notify Buyer, or its designated representative, by calling the telephone number supplied to the Seller in writing by Buyer.
- 2) Upon receipt of any types of alarm signals other than as set forth in subsection 1) directly above, the Monitoring Facility shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities, designated by Buyer in writing to Seller, unless there is reasonable cause to assume that an emergency condition does not exist. The Monitoring Facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Buyer.

b) **NON-SELLER MONITORING FACILITIES:** Buyer acknowledges that the signals transmitted from the Premises will be monitored in a Monitoring Facility not operated by the Seller, and that personnel in such Monitoring Facilities are not the agents of the Seller, nor does the Seller assume any responsibility for the manner in which such signals are monitored, or the response to such signal.

c) **TELEPHONE LINES:** Buyer acknowledges that if a digital communicator is utilized for the purposes of transmitting alarm signals from the Premises to the signal receiving equipment, the signals from the System are transmitted over Buyer's regular telephone service to the signal receiving equipment, and in the event Buyer's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the System will not be received by the signal receiving equipment during any such interruption in telephone service and the interruption will not be known to Seller or the Monitoring Facility. Buyer further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of the Seller and are maintained and serviced by the applicable telephone company or utility. Buyer further acknowledges being advised that digital Systems should be connected to an RJ31X or equivalent jack which seizes the telephone lines and prevents other calls from being made while System is activated, and the Buyer may wish to install the service on a secondary telephone line. All costs associated with the installation, lease, maintenance and/or service of these line(s) are to be paid by the Buyer.

d) **FALSE ALARMS:** If Seller or a governmental authority dispatches an agent to respond to a false alarm originating from the Premises, where Buyer intentionally, accidentally or negligently has activated the alarm signal, or if Seller makes a repair call caused by the inadvertence or negligence of Buyer, Buyer shall, in addition to being responsible for any and all fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms, pay to Seller the charges for a service call at its then existing rates.

20. If any of the following optional service plans are to be furnished pursuant to Section 1 hereof, Buyer authorizes and empowers Seller to repair, inspect, test and service the System between the hours of 8:30 a.m. and 5:00 p.m. on Monday through Friday excluding National and State holidays. Service required by the Buyer outside the above hours may be performed at Seller's discretion, at its then prevailing rates. These services are described as follows:

a) **PLANNED MAINTENANCE PLAN:** The Seller will arrange with Buyer to inspect, test and make necessary minor adjustments to all control equipment and component parts. All controllers, detectors and contacts will be tested and/or lubricated. Inspection includes replacement of any dry cell stand-by power supplies used in the System. Rechargeable batteries are not included under the PM Plan, and the Buyer will be charged for separately, when testing shall show their replacement to be necessary. The cost of any parts, and the labor to install said parts, other than dry cell batteries, is not included under this Planned Maintenance Plan.

b) ADVANTAGE SERVICE PLANS:

1) **ADVANTAGE SERVICE PLAN:** Under the Advantage Service Plan, the Seller shall provide any repairs and component parts necessitated by ordinary wear and tear, all of which shall be at Seller's expense. Under this plan, labor will be invoiced at the Seller's then prevailing preferred rate.

2) **ADVANTAGE PLUS SERVICE PLAN:** Under the Advantage Plus Service Plan, Seller will provide labor, in addition to any repairs and component parts necessitated by ordinary wear and tear to the System, all of which shall be at Seller's expense. All other repairs not specifically covered by a Planned Maintenance or Advantage Service Plans shall be at Buyer's expense. Service does not include service calls: to replace batteries, to reset accidentally triggered equipment, for the reconnection or modifications of, or extraordinary repairs to, the System, including, without limitation, repairs to the System due to changes in the Premises, additions to or changes in the System, and repairs of damages caused by parties other than the Seller ("Extraordinary Repair"). Buyer shall not permit anyone other than Seller to repair the System.

c) **SOFTWARE SERVICE PLAN:** Seller shall provide up to two [2] software updates per year based on Software Distributor's release, including labor to install updates on the Buyer's network or computer system, for all software specifically listed under the Agreement. Additional updates will be installed at a preferred rate.

21. IF TIME AND MATERIAL SERVICE is furnished, upon request, repairs, inspections and tests shall be made at Buyer's expense at Seller's then prevailing rates.