

SECURITAS ELECTRONIC SECURITY, INC. SINGLE SITE AGREEMENT

Customer Number: 008294550

This Single Site Agreement ("Agreement") is made and entered into this 25th day of February, 2016 between Securitas Electronic Security, Inc., its affiliates and subsidiaries, hereinafter collectively referred to as "SES" and CENTRAL FALLS POLICE DEPARTMENT, with its principal place of business located at 160 Illinois Ave, Central Falls, Rhode Island 02863 (hereinafter referred to as "Customer").

**1. System and Services.**

SES agrees to sell/license, install, monitor and/or repair, during the term of this Agreement, at the premises of Customer, systems and the components comprising such systems (collectively and individually referred to as "System(s)") as described in an ordering document ("Ordering Document"). A Schedule of Installation and Services Provided ("Schedule") may be used as an Ordering Document. SES may accept other Ordering Documents which reference this Agreement, such as a Customer purchase order, but only the terms and conditions specified by this Agreement will apply to such order. Each Ordering Document once submitted by Customer and accepted by SES will become part of this Agreement. If there is no maintenance service provided for in the Schedule of Service and Protection, then maintenance service will be provided on a time and material basis during the hours of 8am-5pm Monday through Friday, excluding holidays at SES's then current rates. If Customer wishes to lease the System or components thereof, such lease shall be subject to a separate, standard commercial lease.

**2. Term, Renewal, and Expiration.**

This Agreement shall remain in force for an Initial Term of sixty (60) months from the date this Agreement is executed (the "Initial Term"). During the Term the terms and conditions of this Agreement shall supersede all prior proposals or agreements whether oral or written with respect thereto. Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this agreement will automatically be renewed for consecutive one year terms unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term. The Agreement shall control all location(s) specified in the Schedule, as may be modified from time to time, for a period of sixty (60) months from the date the system first becomes operational at any such location set forth in a Schedule, regardless of whether this Agreement has been terminated or expired, and will automatically be renewed for consecutive terms of one year, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date that installation on the location commences. Provided, however, that if the Agreement has terminated or expired prior to the end of the term of such Schedule location, the terms and conditions of the Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SES and the Customer, as to the providing of services to any such Schedule location(s).

**3. Acceptance and Transfer of Title.**

Title, risk of loss, and the right to use a System will pass to Customer upon Customer's acceptance thereof according to this section. Notwithstanding the foregoing, under no circumstances will title to any software pass to Customer. Customer will be deemed to have accepted the Systems provided hereunder according to the following:

i. **For Delivery and Installation Orders ("D&I Order")**, Customer's acceptance will occur upon completion of installation of the System(s) and SES's determination that the System is in operable condition and capable of functioning according to SES's published standards and specifications. At SES's request, Customer will execute a written acknowledgement of the installation date(s) for the System; or

ii. **For FOB Orders** (no delivery or installation included ("FOB")), Customer's acceptance will occur upon delivery of the System to Customer, which for purposes of acceptance will be deemed to have occurred when the System is shipped from SES's shipping point to a Customer's location.

**4. Payment.**

Customer agrees to pay SES:

i. For the sale/license and installation of the systems as provided in the Schedule.

ii. For the monitoring, and/or repair of the system(s) as provided in the Schedule, commencing from the date of acceptance.

iii. Customer also agrees to pay interim charges in the amount of approximately 1/30<sup>th</sup> of the monthly charges for each day from and including the date the system becomes operative until the first of the following month. Payments for services are due monthly, in advance, commencing from the first day of the month following the date the system is accepted.

iv. Customer agrees that at any time following expiration of the first twelve (12) months of this Agreement, SES may increase the basic monthly charges set forth in the attached Schedule, once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed nine percent (9%) over the previous twelve (12) months' basic ongoing charges.

**5. Miscellaneous Charges and Increase in Charges.**

i. The prices given to Customer are exclusive of taxes and Customer shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SES for facilities required for transmission of signals under this Agreement.

ii. At SES's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SES is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty unless such false alarm is the result of the sole negligence of SES. Should the System excessively signals Company's monitoring facility (as determined in accordance with the Company's then-existing policy applicable to excessive activations) as a result of any cause other than SES's sole negligence, Customer authorizes Company to: (i) suspend performance of any of the Services; (ii) shut down the Panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility.

iii. The payments set forth in the Schedule may include telephone company line charges if required. SES may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the system.

iv. Installation charges set forth in a Schedule assume installation will be performed during SES's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if SES's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.

v. If any Governmental agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

vi. The prices quoted for the System are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price.

vii. Failure to pay amounts when due shall give SES the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due.

**6. Liquidated Damages and SES's Limits of Liability.**

The parties agree that SES is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SES is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SES or that SES is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SES's negligence or failure of performance; that SES is not liable for losses resulting from failure to warn or inadequate training; that SES is not an insurer; and that insurance covering personal injury, property loss,

and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SES offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF SES TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE, IF LIABILITY IS IMPOSED ON SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SES'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SES'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SES TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SES AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SES. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SES AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SES MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SES, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SES OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

This Section 6 shall apply to any other company or entity which, in addition to SES furnishes, as a subcontractor, or otherwise, any installation, monitoring or repair service provided hereunder.

#### **7. Warranty.**

Where Customer purchases a System under this Agreement, SES warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of Acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SES's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of SES, while the system is in the possession of the Customer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, or otherwise operated or used contrary to the operating instructions. If inspection by SES fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SES's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING WARRANTIES, SES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SES MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

#### **8. Software License**

Customer's use of software and/or third party software provided hereunder is governed by the terms and conditions of any license included in or with such software and/or third party software (including but not limited to a click wrap or shrink wrap agreement) or as appears on a web site as of the date that the Customer signs the Ordering Document referencing this Agreement. Software is licensed and not sold and under no circumstances shall any SES intellectual property in the software, third party software, equipment or items be transferred to Purchaser under the Agreement. The scope of the License may be set forth in the applicable Ordering Document. If the Ordering Document does not set forth a different scope, Customer may operate each licensed copy only on a single computer or device. Customer is authorized to make one backup copy that shall be used and retained by Customer for recovery purposes only. All rights in Software not expressly granted to Customer by this Agreement are reserved by SES or its suppliers. Software licenses to Customer pursuant to this Agreement will extend for as long as Customer abides by the terms specified by this Agreement, including, without limitation, payment of the applicable license fees. Customer further agrees not to: (a) copy any software except as expressly authorized in this Agreement; (b) transfer any software to anyone other than SES, either with or separate from the computer or device on which such software is authorized to be operated by Customer; (c) lend, rent, or lease any software, or allow a third party to operate or access such software unless such third party is operating such software as an agent of Customer and is operating such software on behalf of Customer; (d) make available such software in a network so that multiple devices operate using a single Licensed Copy; (e) disclose, reverse engineer, or reverse compile software; or (f) create derivative works of the software. Customer agrees to cooperate with SES in making available Customer's records, computers, and other resources to the extent necessary for SES or its designee to verify that Customer is in compliance with all terms of this Agreement. If systems, or the installation, configuration or operation thereof by SES, cause SES to possess, access or operate any third party software or other software provided by Customer, Customer appoints SES as Customer's authorized agent for the limited purpose of conducting such activities.

#### **9. Further Obligations of Customer.**

- i. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to SES's requirements, and telephone company interconnection jacks, if required.
- ii. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SES, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SES due to Customer's breach of the foregoing obligations, Customer will pay SES for such work in accordance with SES's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SES OF ANY EQUIPMENT OR DEVICE TO ANY SES EQUIPMENT.
- iii. For those premises where SES is to provide monitoring services, Customer shall be solely responsible for providing SES the information required to provide the services hereunder, including but not limited to a list of the names, titles, residence addresses, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods; an authorized daily and holiday opening and closing schedule; authorized contacts

- and accurate contact information; and shall be responsible for updating such information as necessary.
- iv. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SES any claimed inadequacy in, or failure of, the system. Customer shall perform a daily walk test of any motion detection equipment used on the premises.
  - v. Customer shall permit SES access to the premises for any reason arising out of, or in connection with, SES's rights or obligations under this Agreement.
  - vi. At any time during the term of this Agreement or any renewal or extended term hereof, SES may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition, which SES may identify as extraordinary. Upon receipt of written notice or such determination from SES, Customer shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by SES on a time and materials basis.
  - vii. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SES, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a leased system).
  - viii. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SES within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under the above referenced Warranty.
  - ix. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SES harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SES's inability to recover leased system components when Customer moves out of the premises.
  - x. For those premises where SES is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SES's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
  - xi. For those premises where the System transmits video Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all person who may use the Service or the System of any of the limitations respecting the Service or the System as set forth in the Agreements or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the Premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the Service and video transmitted from a System to be used only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the Services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the Service.
  - xii. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
  - xiii. Customer represents that, except to the extent it has given SES written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SES's reasonable control and SES shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SES).

#### 10. Obligations of SES; Limitations.

- i. Neither party shall be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service. SES will not be required to perform installation or supply service to Customer while any such cause shall continue.
- ii. For those premises where monitoring service is provided, SES, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, or medical agency having jurisdiction or responsibility. SES shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, SES shall have the right, in its sole judgment, to first investigate the cause of a burglary signal by either telephoning Customer or dispatching a representative to Customer's premises to determine whether an emergency condition exists warranting notification of the police. Customer agrees that telephone calls received or transmitted by the monitoring center, including the receipt and transmission of alarm signals, may be electronically recorded by SES, and Customer consents to such recording.

#### 11. Communication Limitations

**Customer understands that, if the system installed under this agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center, there may be times when that communication method is not able to transmit signals and SES will not receive alarm signals.** Digital communicators use standard telephone lines and SES does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this agreement also can experience an inability to communicate alarms signals. Customer understands that SES offers several levels of communication methods of alarm signals to the Customer Service Center and that the services described on the front page of this agreement and on the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.

In case any problems with the communication method are detected by SES, SES shall contact the communication method provider and request that it determine the location of the trouble, if unknown to SES. When the trouble has been traced to a Customer, SES will make a reasonable effort to notify Customer or its designated representative. In the event any service or repair to Customer's equipment becomes necessary, SES shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of SES and SES shall not be liable for the communication method provider's negligent performance or delay in performance.

For those premises where card access security is provided, SES assumes no responsibility or liability for lost or stolen access cards.

For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals

transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SES's agents, nor does SES assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

**12. Title to Equipment and Use of SES-owned Equipment.**

Any SES-owned equipment installed on the Customer's premises shall at all times remain solely the property of SES and Customer agrees not to permit the attachment thereto of any equipment not furnished by SES. If Customer purchases equipment, Customer agrees that SES retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SES may remove or abandon all SES-owned equipment, including all wiring installed by SES, in whole or in part, upon termination of the Agreement by lapse of time, default of any moneys due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SES to collect any charges which have accrued hereunder.

**13. Termination.**

SES may terminate this Agreement as follows:

- i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, Customer shall have thirty (30) calendar days from receipt date of written confirmation by SES of such default to cure or remedy the default. Notification by facsimile, U.S. mail or by courier shall be acceptable. If, after the thirty (30) calendar day period, Customer does not remedy or cure such default, SES may terminate the agreement immediately and the balance of all moneys due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
- ii. Immediately, in the event SES's monitoring center, the telephone lines, wires, or SES's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
- iii. Upon expiration.

Customer may terminate this Agreement:

- i. Immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location; or
- ii. As provided in Section 2 relating to expiration, and Section 4 relating to price increases.

Upon termination of this Agreement, Customer shall permit SES access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

**14. Assignment.**

This Agreement is not assignable by the Customer, except upon written consent of SES first being obtained. SES shall have the right to assign this Agreement, or to subcontract any of the obligations under the Agreement, without the consent of, but with notification to, the Customer.

**15. No Subrogation.**

Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

**16. Electronic Signature.**

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing. This Agreement shall be considered to have been entered into in North Canton, Ohio. This Agreement shall be governed by the laws of the State of Ohio without regard to any conflicts of the laws' provisions thereof. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**17. Choice of Law.**

This agreement is entered into in the State of Ohio and shall be interpreted, enforced and governed under the laws of the State of Ohio without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this agreement or otherwise brought against SES by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Summit County, Ohio. If the claim could be brought in federal court, the action shall be maintained in the United States District, Northern District of Ohio.

**18. Entire Agreement.**

It is agreed to and understood by the parties that this Agreement, and the attached Schedule and Exhibits, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SES. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SES until approved and accepted by SES's management as provided below. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

**Securitas Electronic Security, Inc.,**

By: Liberty Mallarnee

Title: Contract Administrator

Date: 4/14/16

**Reviewed per F.S.A.**

**Leonard Morganis  
Administration & Finance Officer**

Customer

By: James A. Dossen

Title: Mayor

Date: 3.10.16

Approved as to form and correctness

**City Solicitor**