

Schedule of Service and Protection (Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 11TH DAY OF JANUARY, 2019, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR YONKERS SCHOOL MONTESSORI AT 160 WOODLAWN AVENUE, YONKERS, NY 10704. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, INAPPLICABLE, OR DOES NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, THE WORK WILL BE DONE AND SERVICES PROVIDED IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS OF SALE WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Q-52979 - Yonkers School Montessori - Yonkers - Intrusion - Traditional - 133

Quote: Q-65425

Investment Type: Direct Sale

System Information

System Type: Intrusion - Traditional

Primary System:

Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, Network Connectivity, Secured storage of on-site equipment, Static IP address for equipment, UPS,

Equipment

Quantity	Part Number	Description
2.00	V2160KT1	VISTA 21IP KIT
1.00	VISTA-GSM4G	GSM,KIT FOR VISTA21IP, 4GFOR VISTA PANELS GSMX
5.00	4219	WIRED 8 ZONE EXPANDER
9.00	CK-IS280CM	HONEYWELL INTELLISENSE CEILING MOTION DETECTOR CK-IS280CM
14.00	CK-DT7450C	HONEYWELL INTELLISENSE DUAL TEC MOTION 50FT CK-DT7450C

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
1.00	Monitoring of Additional Areas	DUE TO INCREASED SIGNAL ACTIVITY AND ADMINISTRATION BY PNC WITH MULTIPLE AREAS AND PARTITIONED SYSTEMS, AN ADDITIONAL MONITORING CHARGE IS APPLIED FOR EACH ADDITIONAL AREA/PARTITION ON THE SAME PANEL/COMMUNICATOR.

License Information (as of 8/31/2018): AK 1003300, 104891; AL 888, 1278, 1322, 1472; Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-0388; 48682; AZ ROC204975; AR 0329770517, CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, LCO5911, ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158, FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830, 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103306; 3601205772; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV, 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Site 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423, Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180, 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

Services		
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	HONEYWELL CELL ONLY - LTE-A STANDARD INTRUSION PLAN (AT&T)	HONEYWELL CELL ONLY - LTE-A STANDARD INTRUSION PLAN WITH DAILY SUPERVISION - FOR USE WITH INTRUSION PANELS WITH LESS THAN 75 DEVICES AND DO NOT HAVE PIN MANAGEMENT, OPEN/CLOSED REPORTING OR SUPERVISION. THIS SERVICE INCLUDES MONTHLY CELLULAR FEES FOR 10KB OF DATA WITH DAILY SUPERVISION TEST. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE GSM SERVICE IS AVAILABLE. IF OVER 10KB ARE USED OVERAGE CHARGES OF \$.05/KB WILL APPLY.

Equipment Notes

Theory of Operation

Scope of work

NYS Contract # PT65822
Group # 77201
Award# 20191

Stanley Security will be removing the existing sonitrol panel and replacing it with a new Vista panel and a cellular IP backup as means of communication.

Stanley Security will also be adding another Vista panel at Wing 11 of the School to protect this area and the best way to do this is by adding another DSC panel and keypad to Wing 11 this is now in the quote plus adding some motions and taking over existing devices with programming

We will also be removing some of the audio sensors at the location and replacing them with approx 17 motion sensors either long-range sensors or 360 motion type sensors the motions that we switch out will look to give you the best protection possible at the location. All programming material and installation is included in this quote there will be minimal wire runs and if there are any wire runs it will only be for the new keypad if that is needed

Of course Yonkers school will make sure that there is 110 volt power for the new panels which more than likely already exists at the building along with any IP addresses that are needed and access to the areas that we need to work.

The new panel now programmed as I mentioned and tied into the Stanley Central Station. Any door contacts or existing motions that on the current panel now will also be tied into the new Vista panel

Pricing Breakdown as requested Per Vista Panel this school has two panels 48x2 = \$96.00

Monitoring and Cellular back up plus IP transmission to central station would be \$96.00 monthly
Any service for this account would be on time and material basis if this option is chosen

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of Existing Term from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Add/Upgrade
Warranty Duration: 90 Days
Escalation Information: 3% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*: \$15,432.00

Up-front Deposit*: \$0.00

Payment Plan*:

Balance Due Upon Completion*: \$15,432.00

Monthly Service Charges

Total Monthly Fee*: \$96.00

Payment Frequency: Semiannual

STANLEY Convergent Security Solutions, Inc.

Customer: Yonkers School Montessori

Security Representative (Sign)

Security Representative (Print)

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

DEPUTY DIRECTOR OF OPERATIONS

11/14/19

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Master Service Agreement

No. Q-65425

This Master Agreement is made and entered into this 11th day of January 2019 between STANLEY Convergent Security Solutions, Inc. with its principal place of business located in 8350 Sunlight Drive, Fishers, IN 46037 (hereinafter referred to as "SCSS") and Yonkers School Montessori, with its principal place of business located at 160 Woodlawn Avenue, Yonkers, NY 10704 (hereinafter referred to as "Customer"). This Master Agreement sets forth the general terms and conditions for which SCSS shall provide services to Customer.

1. **SCOPE OF AGREEMENT.**

The instant terms and conditions shall apply to the following services: sales and/or installation, including SCSS owned systems, Service Plans, Storage and Surveillance Solution and monitoring, as described in a Schedule of Service and Protection ("Schedule") and/or Proposal requested by Customer and agreed to by SCSS. SCSS will provide the services at the location(s) specified on the attached Schedule. If Customer purchases equipment, at the expiration of the limited warranty, repair service will be on a time and material basis during the hours of 8am-4pm Monday through Friday, excluding holidays, unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS owned system are described on the Schedule.

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

This Agreement shall remain in force for an Initial Term of Existing Term from the date this Agreement is executed (the "Initial Term"). If Customer has existing locations currently using SCSS systems and/or services, the terms and conditions of this Agreement shall cancel and supersede existing agreements at those locations. After the Initial Term expires, this Agreement will automatically be renewed as consecutive terms of one year, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least 60 days prior to the anniversary date of the Initial Term. During the Initial Term, the terms and conditions of this Agreement shall control each location specified in a Schedule (a "new location") for a period of Existing Term from the date the system first becomes operational at any such new location and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least 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 new location, the terms and conditions of the Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SCSS and the Customer, as to the providing of services to any such new locations.

3. **Payment.**

Customer agrees to pay SCSS:

- A. For the sale and/or installation of the systems as provided in the Schedule attached hereto. For any equipment identified as "TKO" on the Schedule, Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule and will be paid over the Initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment.
- B. For the monitoring, and/or service of the system(s) as provided in the Schedule, commencing from the date of installation completion, which shall be the day said item of equipment is installed at Customer's location and/or is communicating with SCSS's monitoring facility (the "Center") as determined by SCSS ("Installation Date.") Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month. Payments for services are due Semiannual in advance, commencing from the first day of the month following the date the system becomes operative.
- C. Customer agrees that at any time following expiration of the first 12 Months of any Schedule, SCSS may increase the basic monthly charges for the location(s) specified on the 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 3% percent over the previous twelve (12) months' basic ongoing charges.

4. **Liquidated Damages and SCSS's Limits of Liability.**

- A. The parties agree that SCSS 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 SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS 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 SCSS offers several levels of protection and services and that the system and/or service described in the Schedule 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, with the exception of named indemnitees in Article 4 herein.
- B. 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 NATURE OF POTENTIAL DAMAGES AND/OR 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, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS 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 OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, 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, SCSS'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 SCSS'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 SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

- C. 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 SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, 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 SCSS OF ANY SERVICE PROVIDED BY SCSS, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

- D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- E. Paragraphs A through D of this Article 4 shall apply to any other company or entity which, in addition to SCSS, furnishes, as a subcontractor, or otherwise, any installation, monitoring or other services provided hereunder.
- F. Limited Equipment Warranty. Where Customer purchases a security system under this Agreement, SCSS warrants that the equipment will be free from defects in material and workmanship for a period of <<Quote_Warranty_Period>> from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8am – 4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING LIMITED EQUIPMENT WARRANTY, SCSS 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 SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS 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.

STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges.

- A. Customer shall pay any 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 SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SCSS 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. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- C. The payments set forth in the Schedule referenced in paragraphs 3.A. and 3.B. include telephone company line charges if required. SCSS 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.
- D. Installation charges set forth in the Schedule assume installation will be performed during SCSS'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 SCSS's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.
- E. 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 alarm use permits, required by the local jurisdiction.
- F. The prices quoted for the alarm 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. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. Failure to pay amounts when due shall give SCSS 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 under Article 3.

6. Further Obligations of Customer.

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SCSS, 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 SCSS due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS 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 SCSS OF ANY EQUIPMENT OR DEVICE TO ANY SCSS EQUIPMENT.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. 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 SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

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- D. Customer shall permit SCSS access to the premises for any reason arising out of, or in connection with, SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of an SCSS owned system).
- F. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SCSS within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., *Limited Equipment Warranty*.
- G. 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 SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover SCSS owned system components when Customer moves out of the premises.
- H. For those premises where SCSS 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 SCSS'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.
- I. 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.
- J. Customer represents that, except to the extent it has given SCSS 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 SCSS's reasonable control and SCSS 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 SCSS 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 A BREACH OF THE FOREGOING REPRESENTATIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SCSS).
- K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS: Limitations.

- A. 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. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the system will be connected to SCSS's Center. Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.
- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the Schedule have 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

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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. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

- E. 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 SCSS's agents, nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
 - F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
 - G. If a service plan or software support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this Agreement.
8. **Title to Equipment and Use of SCSS-owned Equipment; Proprietary Protection.**
- A. Any SCSS owned equipment installed on the Customer's premises shall at all times remain solely the property of SCSS and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. If Customer purchases equipment, Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SCSS may remove or abandon all SCSS owned equipment, including all wiring installed by SCSS, 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 SCSS to collect any charges which have accrued hereunder. Customer shall have no right, title or interest in the equipment outside of the leasehold interest created by the Schedule.
 - B. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.
 - C. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.
9. **Termination.**
- A. SCSS may terminate this Agreement as follows:
 - i) Immediately, 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, and fails to cure or remedy the default within thirty (30) calendar days after receipt of written notice from SCSS specifying such default. Notification by facsimile, U.S. mail or by courier shall be acceptable. Upon such termination for default, 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 SCSS's monitoring center, the telephone lines, wires, or SCSS'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) As provided in Article 2 relating to expiration.
 - B. 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, provided that if the Customer is using SCSS owned or TKO equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
 - ii) As provided in Article 2 relating to expiration.
 - C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.
10. **Assignment.**
This Agreement is not assignable by the Customer, except upon written consent of SCSS first being obtained. SCSS 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.
11. **Insurance and Waiver of Subrogation.**
Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. 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.
12. **Severability and Savings**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Non-solicitation**

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired Employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through "head hunters" who contact a party's employees without the party's knowledge will not be considered solicitations for purposes of this paragraph.

14. **Trial by Jury**

Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

15. **Choice of Law**

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

16. **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 SCSS. 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 SCSS until approved and accepted by SCSS'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.

STANLEY Convergent Security Solutions,
Inc.

Customer: Yonkers School Montessori

Security Representative (Sign)

Customer (Sign)

Security Representative (Print)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			