ANR Security Solutions, LLC

3770 Manchester Road, Akron, Ohio 44319

PURCHASE AND SERVICE CONTRACT AGREEMENT

THIS AGREEMENT made this 28 day of MARCH 20 24, by and between **ANR Security Solutions, LLC**, hereinafter called the "Company" and STRONGSVILLE CITY SCHOOL DIST.

1. **Agreement:** Company agrees to provide monitoring, repair, inspection, and/or response services; and/or to sell, install or cause to be installed, the security system ("System") described in the Schedule of Protection set forth below:

A. **Type of Transaction (check all that apply):** ☐ **Purchase** ☐ **Company Owned System** ☑ **Services**

B. **Services to be Provided (check all that apply):**

☑ Burglar Alarm Monitoring	$_____	☐ Opening/Closing Logging	$_____	☐ Fire Alarm FSC (inspect/ test)	$_____
☑ Panic/Hold-up Monitoring	$_____	☐ Opening/Closing Log w/schedule	$_____	☐ Fire Alarm Insp ( )A or ( ) S	$_____
☐ Residential Fire Alarm Monitoring	$_____	☐ O/C Reports ( )Mthly ( )Wkly	$_____	☐ Billed: ( ) On Insp. ( )Advance	
☑ Commercial Fire Alarm Monitoring	$_____	☐ Video Surveillance System	$_____	☐ FA Sens Test ( ) A or B	$_____
☐ Sprinkler Alarm Monitoring	$_____	☐ Access Control System FSC	$_____	☑ Cellular/Radio Transmission	$_____
☐ Elevator Monitoring	$_____	☐ Burglar Alarm FSC + Annual Insp.	$_____	☐ Other_____	$_____
☐ Temp Alert Monitoring	$_____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$_____		

2A. System Purchase: The price ("price") of the equipment inclusive of the installation there of shall be $ NA Dollars plus any applicable taxes. The terms of payment are as follows: Deposit$ N/A ; Upon 100 % completion $ N/A . In the event of changes in the cost of the system being supplied prior to the date of installation, the company reserves the right to adjust prices accordingly.

1. If such cash delivered price is increased by company, client may, if desired therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
2. Client shall be responsible for and shall pay to the company the cost of any addition, changes, and variances in the system, as herein contracted for or installed, made or the request of or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection or rating bureaus that may be requested or required by or of the Client after the date of execution of this Agreement. CLIENT ACKNOWLEDGES THAT THE CLIENT HAS CHOOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM THE COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO THE CLIENT.

2B. If company owned system: (i) The Client hereby agrees to pay the Company, it's agents or assigns the sum of $ N/A Service/Monitoring fee plus tax (if applicable) per month, Payable: Monthly, Quarterly, Semi-Annual, Annually ("Payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of (5) Five years from the date of the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2), and (8.3). In addition, together with the first monthly payment. Client shall pay the pro-rata share of the monthly charge for the month in which the service commenced. (ii) At the expiration of the intimal five (5) year period, this agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date if the expirations of this agreement, unless either party shall notify the other in writing, not less than Thirty (30) days prior to the expiration of this agreement. Upon renewal the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the company, it's agent or assigns the sum of $ 450.00 Service/Monitoring Fee plus tax (if applicable) per month payable Monthly X quarterly semi-annual annually ("payment cycle"), in advance of the first day on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of (5) Five years from the date the services commences. The total monthly is subject to increase as set forth in sub-paragraphs (8.0), (8.1), (8.2), and (8.3). In addition, together with the first monthly payment. Client shall pay the pro-rata share of the monthly charge for the month in which the service commenced. (ii) At the expiration of the initial five (5) year period, this agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date if the expirations of this agreement, unless either party shall notify the other in writing, not less than Thirty (30) days prior to the expiration of this agreement. Upon renewal the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this agreement.

3 Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF THIS AGREEMENT.

4 Company's liability/disclaimer Warranties: Company represents and warrants to you that the equipment installed under this Agreement will be properly installed according to the manufacturer's recommendations. We do not, however, represent or warrant that the equipment or service will prevent any loss or injury due to burglary, hold-up, fire, personal emergency or otherwise, or that the service will in all cases provide the protection for which it is intended. You acknowledge and agree that except for the representations and warranties set forth herein: (a) we have made no other representations or warranties, express or implied, as to any matter whatsoever, nor have you relied upon any representations or warranties express or implied; and (b) you assume all risk of loss or damage to your premises or to the contents thereof, other than that caused as a result of Company's gross negligence or willful misconduct. Company makes no representation or warranty as to the promptness of the monitoring center's response, and dealer has no control over the response time or capability of any agency or person who may be notified as a result of the system being used. You further understand that Company or the monitoring center may be negligent in providing service and may fail to properly respond to the receipt of an alarm signal from the system, or that the system may fail to function properly. It is understood and agreed by and between the parties that the Company 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 customer. Charges are based solely upon the value of the system and/or the services provided and are unrelated to the value of the premises, property and/or its contents. Therefore, you agree that even if a court decides that a failure of the system or the Monitoring Center's negligence, or a failure of any repair work, monitoring or other service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that Company has a total liability limited to $250.00, and this shall be your only remedy regardless of what legal authority is used to determine that Company and/ or the Monitoring Center were liable for the injury or loss.

RIGHT TO CANCEL

YOU THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

SCHEUDLE OF EQUIPMENT TO BE INSTALLED

See Attachment: Schedule of Equipment and Pricing. MASTER AGREEMENT
MONITORING OF FIRE & INTRUSION SYSTEMS.
19 SYSTEMS COMBINATION.
1YR AGREEMENT

ANR Security Solutions, LLC:	Accepted By: 3/28/24
	Strongsville City School District
Sales Representative (Print/Signature)	Clients Name Date
Company Authorized Signature	Authorized Signature
Title Date	Printed Name Title
G.M. 28 MARCH 24	X

5 Installation of system; delay of installation; interruption of service; Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the schedule of protection. Client agrees that the work of installation shall be performed on weekdays only between 9:00 AM and 5:00 PM, unless the client directs otherwise, in which case the client hereby agrees to pay the Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the client. Client authorizes use of electrical outlets required and necessary current through his meters at his expense. Client shall, at his own expense, make any necessary repairs or changes to client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing within thirty (30) days after completion of the installation otherwise the installation shall be deemed totally satisfactory to and accepted by client. Company assumes no liability for delay in installation of the equipment, or for service interruption of service due to strikes, riots, floods, storms, earthquakes, fires, hurricanes, power failures, insurrection, interruption, or unavailability of telephone service to client while interruption of service due to any such cause may continue. Company intends generally to conceal wiring in the finished areas of the premises. However, there may be an area in which, due to construction, decoration or furnishing of the premises, Company determines, in its sole discretion that it would be impractical to conceal the wiring, and in such cases, wiring will be exposed.

6A Service inspections; Cost of Repairs; Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of Fire Alarms Protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed) and shall be performed as soon as reasonably possible after receipt of notice by Company from client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for any necessary repairs shall be charged to the client at the Company's then prevailing labor and materials rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 09:00 AM and 5:00 PM on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specific system and that Company is no way obligated to ensure the operation of the system or to maintain or service Client's property or the property of others to which Company's systems is connected. Client is responsible for paying all local, municipal, and governmental false alarm fees.

6B Limited Warranty; Company warrants the system to be deliver hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subject to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease. If within the period of such warranty, the client promptly notifies the company of any claimed defect and it appears to company that such part or parts are defective, Company will at its option repair such defective parts or parts or replace the same with like or similar part or parts. The company shall be responsible for all transportation and labor charges relating to installation of any defective part. It is expressly understood that the replacement or such defective part or parts by company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential. No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTIAL OR CONSEQUENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

7 Response to Alarm:

a. Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the client or their designated representative by calling the telephone number supplied to the Company in writing by client. (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority. (3) Upon receipt of manual, water flow, smoke, or automatic fire alarm signal, transmit the alarm to the local fire authority and notify the client or their designated representative by calling the telephone number supplied to the Company in writing by client. (4) Upon receipt of a monitoring signal notify the client or their designated representative by calling the telephone number supplied to the Company in writing by client. (5) Upon receipt of an audio signal indicating unauthorized entry into client's premises, Companies operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to local police authority and notify the client or their designated representative by calling the telephone number supplied to the Company in writing by client. In some cases, the order or sequence or number of calls made to the Client, or the Client's designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

b. Telephone Lines: Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the clients telephone service is out of order, disconnected, transferred to any form of VOIP or other digital, fiber optics, or other "non-standard" telephone service or in any other way interrupted, signals from the client's alarm system will not be received by the company and the interruption will not be known by the company who shall not be responsible for such failure. Client bears the responsibility for providing a standard phone line in working order or to notify the company in the event of transferring phone service to any other non-standard service. Client acknowledges that is a non-standard phone service is established, additional and monthly monitoring charges will apply in order to modify the client's system. Customer, at Customer's own expense, agrees to provide any phone lines needed for systems to communicate off premises as well as uninterrupted 110 AC power outlets at designated locations for devices requiring AC power.

c. System Testing: IT is recommended that the client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every Thirty (30) days. Failure to do so could result in the company being unaware of phone line interruption which could result in alarm signal being received at the central station. This monthly test is not a substitute for a specifically designed phone line back u system but is recommended ensuring a long-term phone line outage does not occur.

8 Increase in Monthly Charge: Company shall have the right, at any time to increase the monthly charges provided herein to reflect increases in Federal, State and or local taxes, utility charges including telephone company line charges, and municipal fees and charges, which herein after are imposed on company and which relate to the services provided under this agreement; and Client agrees to pay such increased in monthly charges.

8.1 In addition to the increases set forth above, but no more than once during any twelve-month period. Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage in the Department of Labor Price Index. (all items), since the effective date of such increase pursuant to this sub-paragraph (8.1), whichever date is later, and client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve-month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraph (8) and (8.1). If client objects in writing to the Company within thirty (30) days from the date of the companies written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2). Company shall have ten (10) days following receipt of such written objection to rescind such increase. If company fails or refuses to rescind such increase, Client may terminate this agreement upon the expiration of ten (10) day period without further liability hereunder. Clients' failure to object in writing within the said thirty (30) days to terminate this agreement within ten (10) days of notice from the company of its refusal to rescind the increase, shall constitute Clients consent to and acceptance of the increases pursuant to this sub-paragraph (8.2)

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), company shall not increase the monthly charges provided for herein during the first six months after the effective date of this agreement.

9 Authorized personnel Client agree to furnish forthwith a written list of the names, titles, telephone number of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions, and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10 Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes, and variances in the system, as herein contracted for or as originally installed, made at the request of necessary or required by client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAYBE OBTAINED FROM THE COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO THE CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11 Title to the Equipment: Removal of System (if company owned); Client acknowledges and agrees that this Agreement is for the providing of service and that except herein after provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the property of the company. Upon the expiration of this agreement or upon any default herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said company owned equipment to Company in good condition. Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies, including but not limited to wire, cable, foil, conduit, screens, and the labor for the installation of the system shall vest in the Client notwithstanding the foregoing, during the term of this agreement. Client will not damage, encumber, tamper, with or dispose of any portion of this system or to permit the system to be damaged, encumbered, taken form the premises, tampered with, or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company for reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of Company owned equipment does not create a fixture to Clients premises as to that equipment.

12 Suspension or Cancellation of this system: This agreement may be suspended or cancelled, without notice at the option of the Company. If Company's or Clients premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that its impracticable to continue service, or in the event Company in unable to render service as a result of any action of any governmental agency.

13 Delinquency; Reconnect Charges, interest; In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 3.49% per month (23.99% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or non-payment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of the Client, and at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this agreement, upon giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this agreement including damages from Client to recover Company owned equipment from premises. If the system is deactivated because of clients past due balance, and if client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14 Change in ownership of Clients premises; Client acknowledges that the sale or transfer of Clients premises shall not relieve Client of his duties and obligations under this agreement. Client may not assign or permit anyone to take subject to this agreement without written consent of Company.

15 Assignee/Subcontractors of Company: Company shall have the right to assign this agreement to any other person, firm, or corporation without notice to client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Clint acknowledges that this agreement and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to any assignee and/or subcontractors and they bind the client with respect to said assignees and/or subcontractors with the same force and affect as they bind Client to Company.

16 Default by Client: If the client fails to make any payment herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the client under the Bankruptcy act or any Amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this agreement for the balance of the agreement period shall become due and payable. In the case of a Company owned system, the Client hereby consents, in the event of default, to the Company immediately entering aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this agreement, nor shall the Company be libel for any normal damage caused to premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with the Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client premises by any reason of the removal of the system.

17 Company is not an insurer: Limitation of Liability: It is understood and agreed that Company is not and insurer if any, shall be obtained by the client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Clients property or the property of others located on the Clients premises. The Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or advert. Client acknowledges that it is impractical ad extremely difficult to fix the actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, or monitoring or failure of the system to properly operate with resulting loss to Client because of, among other things.

(a) The uncertain amount of or value of the Clients property or property of others kept on premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or advert.
(b) The uncertainty of the response time of any police or fire departments be dispatched as a result of a signal being received or an audible device sounding.
(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate.
(d) The nature of the service to be performed.

Client understands and agrees the if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Companies obligation herein, including, but not limited to, installation, maintenance, monitoring service, or the failure or malfunction of the system or equipment in any respect whatsoever, Companies liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred and Fifty ($250.00) Dollars, Whichever is lesser, and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property from performance or nonperformance or any obligation imposed by this contract or from negligence, active, or otherwise of Company, its agents, servants, assigns or employees.

18 Third party Indemnification: In the event any person, not a party to this agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Companies duties and obligations pursuant to this agreement, Including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict product liability on the part of the Company, its agents, servants, assigns, or employees. This agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in Death to third persons or injury to property or third person, which loses, damages and liability occur while an employee of Company is on Clients premises and which loses, damages and liability are solely and directly caused by the acts of said employee.

19 Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at premises and furthermore Client agree to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgement or otherwise, which may now and herein after be incurred as a result of or arising out of any agreement that client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity.

or filed

20 Clients Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Clients purchase order or any other document, the Agreement will govern, whether such purchase order or either document is prior or subsequent to this agreement.

21 Attorney's Fees; In the event is shall become necessary for Company to institute legal proceeding to collect the cost of installation or monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney fees where permitted by law.
Waiver of a Jury Trial: Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought more than one year after the incident giving rise to the claim occurred. In addition, any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

22 Invalid Provisions; In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23 Entire Integrated Agreement: Modification: Alterations: Waiver: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This signed agreement supersedes all prior representations, understanding, or agreements of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this agreement shall be construed to be a waiver of any succeeding breach.

24 Notices: All Notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage paid.

25 Gender: Whenever the context requires in this agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26 Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in the construing the provisions of this agreement.

27 Permit to operate system: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the subscriber acknowledges that the cost, if any of the permit or license will be that of the subscribers along with any additional charges that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this agreement and for any automatic renewals of this Agreement.

28 Entire Agreement: Modification: Alteration: Waiver: This writing is intended by the final parties as a final expression of their agreement and as a complete and exclusive statement of terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties both parties written or verbal, and the parties rely upon the contents of this agreement in executing it. Any modification or alterations to the standard terms contained herein must be initialed by both parties.