

Prepared For:

CUMBERLAND COUNTY JAIL - PORTLAND, ME - Jail Security System Upgrade

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Prepared By:
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Project Site:
CUMBERLAND COUNTY JAIL
50 COUNTY WAY
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207-871-8391

Securitas Technology Corporation (STC) is the nation's leading integrator of PLC controls for the corrections industry. We have provided over 700 similar solutions to this quotation with complete success. STC has extensive experience in retrofitting security electronics systems in correctional environments.

1.0 Overview and Scope of Work

1.1 Project Narrative:

Per your request, we included a proposal to retrofit your security electronics control system which shall include upgrading your PLC system including I/O modules, upgrading your intercom system to a digital system and integrating with your existing video and access control systems to have a completely integrated security electronics system.

See Section 2.0 - Bill of Materials

Besides material, our scope includes all detail drawings, engineering, panel build, demolition of unnecessary equipment, installation and termination of head-end and any new field devices, validation testing, owner training, and final documentation. We will do a complete system test before starting so that we can provide the owner with any non-functioning device. If devices are found to be non-operational then these devices will need to be replaced or upgraded, STC can provide individual quotes for upgrading/replacing non-operational devices.

We have excluded pulling or providing of any new wiring to the existing door locks. This quotation is based off each door having wiring homerun to the nearest equipment room. STC can provide a proposal for providing and installing this wire if necessary.

1.2 Benefits of Security Electronics Control System Upgrade:

The benefits of retrofitting/upgrading your security electronics control system with a SCS system include the following:

- **NON-PROPRIETARY SYSTEM (all parts are "off-the-shelf")**
- **Updating to the latest technology**
- **Offering a 1-year warranty on the new head-end equipment and any supplied field devices**
- **Data Logging of all security transactions**
- **Audio recording of conversations from the new control stations to intercom stations**
- **Automated camera call up from existing video system**
- **Easy-to-use**
- **Increased Accountability and Reliability**
- **Experienced Systems Integrator (over 400 projects completed)**
- **The equipment included with this system is similar to several other facilities across the United States and overseas.**
- **Multi-Touch interface on all control stations**

1.3 Description of Security Electronics Systems:

Control Locations

STC has included twelve (12) new control stations. These new control stations shall consist of new monitors, three (3) shall have 24" touch screen monitors, nine (9) shall have 24" non-touch

monitors, computers and Wonderware licenses. The stations shall be located in the following areas:

- Master Control 1 – 24" Touch Screen
- Master Control 2 – 24" Touch Screen
- Booking – 24" Touch Screen
- Housing A1 Control – 24" Non-touch monitor
- Housing A2 Control – 24" Non-touch monitor
- Housing B1 Control – 24" Non-touch monitor
- Housing B2 Control – 24" Non-touch monitor
- Housing B3 Control – 24" Non-touch monitor
- Housing C1 Control – 24" Non-touch monitor
- Housing C2A Control – 24" Non-touch monitor
- Housing C2B Control – 24" Non-touch monitor
- Housing C3 Control – 24" Non-touch monitor

The control stations shall have the ability to control all doors, intercoms, cameras and any other devices that are currently controlled by the security electronics system. The capability for Central to takeover any other station has been included. We shall work directly with you and your staff to develop a hierarchy of control and how you would like the control stations to roll and which stations get which devices.

Control Station (Syntinel) Features

Access device isolation

Door isolate

Door violation enable/disable

Intercom Isolate

Local access enable/disable

QuickComm

Username/password login

- Setting up users and passwords is done from the data logging server and is web based.
- Admins will be able to add and remove users very similar to any card access type system
- Admins will also be able to go in and change passwords or provide lost passwords
- Very easy to use and is setup very similar to most card access systems

Utility On/Off

Voice Feedback

Notes

Occurrence Log

Camera Call-Up

User preferences

Unlock active intercom

Multi-Touch Interface

Security Management System (Informer)

We will provide a new security management server (SMS). The SMS data-recording engine logs security commands made within the detention facility as they happen. It provides facility administrators the ability to monitor and review all operational aspects of the Security Automation System and its operations. The intent is that by recording all actions of the system, it provides you with greater liability protection and accountability. The SMS computer would have the ability to record the audio conversations from the new control stations simultaneously to the SMS hard disk as a WAV or MP3 file. The new SMS server and Audio Recording server shall be located in the existing equipment room racks. Advanced features include:

Audio Recording
Real-time auto-refresh
Log username/commander name
Event color control
Email notification
View events by area or device
Web clients for remote viewing
Full SQL Server (unlimited database)
RAID config on server
Secure Gateway

PLC & Door Control Head-end

The existing MTI PLC equipment shall be replaced with a new PLC system with new I/O modules. The existing proprietary door control boards and misc. device relays shall be replaced with new commercial off the shelf relays, fuses and terminals. STC shall provide new door power supplies as well. Based off the original bid prints, screen shots and site questionnaire we have assumed five (5) equipment rooms that shall have PLC equipment located in them. This proposal is based off each controlled/monitored door having wiring homerun to one of the five equipment rooms.

We have included equipment racks at this time to house the new PLC equipment and door relays systems. These racks shall also house the new Intercom equipment and any other new head-end equipment STC is providing.

Intercom System

A new Harding Instruments digital intercom head-end system has been included. We shall replace your existing Stentophon and analog intercom system with new digital exchanges. We have included new Voice over IP (VoIP) master stations at each of the twelve (12) control locations. The new system shall include twenty-three paging zones, any existing page amplifiers or paging devices shall be upgraded to Harding. The existing paging speakers however shall be re-used.

Provide new Harding Instruments intercom stations to replace all existing Stentophon and Analog intercom stations throughout the facility. We shall replace the following number of intercom stations.

- Qty. 424 – Stentophon 3-gang, 4 wire station
- Qty. 202 – Analog 3-gang, 6-wire with an LED station

This pricing includes the removal of the existing intercom station and the installation of the new station. It is assumed the wiring is in working condition.

We have included audio recording, so any time a conversation has taken place between a control station and a staff station it is recorded.

Access Control System

The existing Premisys access control system shall remain in place and STC shall provide dry contact interface to control those existing access control doors. We have not included any cost for upgrading or expanding the current access control system. Interface to the existing system has been included.

Utility Control

STC shall interface to the existing Utility relays, via our new PLC system. The necessary I/O has been included to interface with any existing Utility control that is currently being done on the existing system. New commercial off the shelf relays, fuses, and terminals have been included. We included new enclosures but these may not be needed once we do the final site walk through.

CCTV Head-end System

We shall integrate with the existing Geutebruck video system. We have an integration already developed and this will allow you the ability to automatically call up cameras when an intercom is answered, or a duress alarm comes in as well as just connecting to any camera in the facility but selecting that camera icon.

We have included three (3) new Geutebruck client stations for video call up and monitoring of the new video system. The base bid includes the following three (3) client stations at these touch screen control station locations:

- Master Control 1 – 1 client station w/ 2 new 24" monitors
- Master Control 2 – 1 client station w/ 2 new 24" monitors
- Booking – 1 client station w/ 2 new 24" monitors

CCTV System Cameras

We shall re-use the existing IP cameras that you have currently installed. If new cameras are required or replacement cameras are needed STC can provide an optional price for those cameras. Our base bid proposal does not include any new cameras at this time.

Uninterruptible Power Supplies

STC has included new UPS's in each of the five (5) equipment rooms. The UPS's shall provide power for our equipment only, we did not size the UPS's to run door power. If door power needs to be on UPS, then additional cost may be incurred to upsize the UPS's. We have also included new computer UPS's for the twelve (12) control stations and for the three (3) video client stations.

Other Systems

STC has included I/O for any miscellaneous duress, etc. devices that are currently connected to the system. If the device is not currently monitored and/or controlled, it will not be controlled on the new system either.

2.0 Bill of Material

Security Automation System

- Design Documentation
- Testing and demonstration
- Owner training
- 1-year warranty
- Equipment Enclosures fully assembled and tested
- PLC equipment fully programmed and tested
- On-line UPS for new computer stations
- Head-end UPS's
- Touchscreen control stations including computers/monitors/software
- VoIP Master Intercom stations

- Programming
- VPN/Firewall appliances
- Harding Instruments Digital Exchanges
- Harding Instruments Intercom Stations
- Rack-mount LCD keyboard drawer
- Utility Interface
- Geutebruck Client Station w/ two 24" monitors
- Geutebruck G-Core software license for integration
- Access Control dry contact Integration
- Audio Recording Server
- Security Management Server
- Installation and Termination
- Conduit and Wire for Doors

3.0 Electrical Work

Our electrical contractor shall remove all the existing equipment that is not being re-used, install all new equipment, terminate all head-end wiring and extend any wiring that needs to be extended during the upgrade. Any equipment removed shall be turned over to the owner for their disposal.

We have included pricing for our electrical contractor to remove all existing intercom stations and to install new Harding Instrument intercom stations.

We have also included cost for the new door wiring that will need to be installed to each of the existing controlled/monitored doors. Our electrician shall provide and pull new wiring to each of the existing controlled/monitored doors back to the nearest equipment room. 120V wiring has been included as part of this.

Pricing for providing and installing new conduit/cable tray to each door location has been included. This would be for electrician to get a conduit/cable tray path from each door back to the nearest head-end location. Once these pathways are installed then the optional price for door wiring can be completed. It is assumed we can install remote I/O in the mechanical rooms to reduce the amount of conduit/cable tray that is required.

No other electrical work has been included. It is assumed the existing field wiring and wiring between equipment rooms is in working condition.

4.0 Project Timing and Delivery

We anticipate that the total project time length (from site investigation to completion) will be approximately 14 to 16 months. This timeframe is subject to the availability of our engineering group and their current workload. This project will have distinct phases such as design, software programming, build, testing, installation, etc. The majority of our time spent on the project will occur at our main office, where we will design, program, build and test the equipment before it ships to site for installation.

The conduit/cable tray could also take several months to complete depending on availability and accessibility to the doors. This process would start at the beginning of the project as to not delay the overall schedule of the security system upgrade.

5.0 Facility Downtime and Other Considerations

During the entire time period of the retrofit process, your staff will need to be on a heightened security alert, this includes: not discussing the upcoming retrofit and installation with inmates. Any doors that breach the detention envelope should be manually checked constantly to ensure that they are secure before bringing inmates into the vicinity of these doors. This includes any and all manual or controlled doors.

You would need to be prepared to use keys and have additional staff on hand during this retrofit. Your jail personnel would likely require the use of radios for communication purposes. Our engineers and subcontractors will need escorted access to every area of the facility that has controlled devices. While our staff is validating an area, you would have to make arrangements to move the inmates to another location. We would make efforts to minimize the facility downtime during this process. We will require a secure area where we can store tools, equipment, etc. for the project. We will require a dumpster to dispose of old equipment, etc. that is being removed during the retrofit. Authorities that have jurisdiction will require a validation of the electronics for this facility. Time must be made available for our testing at the end of the project.

6.0 Exclusions

We have not included pricing for dumpsters, shift work or overtime, painting. STC does not provide or diagnose problems associated with door switch or lock problems without additional reimbursement. STC will not be responsible for any existing field devices/equipment that is not functional for whatever reason. STC is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner.

7.0 Warranty

7.1 Engineering Warranties:

STC guarantees its hardware and engineering to be free from defects for a period of one year. Engineering shall include software, design, and documentation. STC will replace defective material, after diagnosis, in a timely manner.

7.2 Warranty Exclusions:

STC will not replace or warrant damage due to negligence, acts of God or vandalism under the terms of this agreement. STC will provide field service and parts availability as additional services. **STC does not provide or diagnose problems associated with door switch or lock problems without additional reimbursement. SCSS will not be responsible for any existing field devices/equipment that is not functional for whatever reason.**

8.0 Medical Addition

8.1 Scope of Work

Securitas Technology shall provide pricing and scope for the new Jail medical addition once drawings and specifications have been provided. The cost for the medical addition shall be quoted separately and be issued as a change order at a later date.

1 Purchase Investment Summary:

Total: \$2,813,695.00

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

AIA / Progress Billing. Payment Terms: Due Upon Receipt.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: matt.hildebrand@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

CUMBERLAND COUNTY FACILITIES DEPARTMENT

Company

Trade, partnership or corporate name if different from above.

11899 Exit 5 Pkwy
Suite 100

142 Federal Street

Fishers IN46037

Portland ME 04101

Address

Address

Matt Hildebrand, Account Executive

Bill Trufant

Account Representative Name & Title

Name & Title

Securitas Technology Corporation Management

Authorized Signature

Date

Securitas Technology Corporation Management Signature Date

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Technology Corporation (hereinafter STC) and the Buyer (as listed on the attached) when accepted by STC. If the Buyer issues an order instead of executing this Document and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by STC's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Document and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. STC's Proposal is valid for a period of thirty (30) days from the date of the Proposal.

2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers and/or STC's current inventory at the time of Proposal. STC is not responsible for any delays in shipments from manufacturers or changes in STC's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. STC reserves the right to make delivery in installments. STC shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT. All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.

3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES.** This Section 3 applies to all items other than services provided to Buyer hereunder. A. **ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At STC's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For shipped Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from STC's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. B. **TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.

4. **PRICES** - The prices stated are exclusive of any transportation charges (except as covered in Section 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities, all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.

5. **PAYMENT** - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off: A. **EQUIPMENT AND INSTALLATION**— Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed Net ten (10) days from invoice date. B. **RECURRING SERVICES** – Billed in advance. **OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the

maximum rate permitted by law, (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.

6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, STC utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, STC will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. STC's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.

7. **DRAWINGS, PROPRIETARY INFORMATION** – A. Drawings. Buyer shall provide STC with an electronic version of drawings for the performance of the Services. Buyer shall provide STC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STC to create drawings necessary for the completion of the Services. PROPRIETARY INFORMATION. Any drawings, specifications, equipment lists, and all information provided by STC herein (partial or complete) as instruments of service are and shall remain the property of STC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STC on demand or at the end of the project unless specifically purchased from STC or authorized in writing by STC. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to STC. They are not to be reproduced in whole or part without written consent.

8. **AUDIO/VIDEO EQUIPMENT** - If the equipment purchased or leased from STC contains audio monitoring or video equipment, state and federal law requires public notice of the use of this equipment. Buyer will use such equipment in accordance with all applicable laws.

9. **BONDING** - Unless otherwise agreed upon and included in writing in the proposal, STC will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.

10. **OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE** - Any computer application program and/or documentation (collectively "Software") that is provided by STC under this agreement is owned by STC or one of its original equipment manufacturers and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to STC. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.

11. **TERMINATION AND CHANGE MANAGEMENT** – A. A contract may be terminated by the Buyer only if agreed to in writing by STC. If STC agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect STC from loss. B. **Change Management.** Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as

practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. **LIMITED WARRANTY AND INDEMNIFICATION** – Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify STC and hold STC harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify STC for any damage or loss suffered by STC as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold STC harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the STC, its agents, servants, or employees. STC 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 STC'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 STC, while the system is in the possession of the Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. **DISCLAIMER OF WARRANTIES** - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, STC 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 STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STC MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

14. **INFRINGEMENT INDEMNIFICATION** - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. **LIMITED LIABILITY** - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF

WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

16. **OTHER - Governing Law:** This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. **ELECTRONIC SIGNATURE LAW** - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.