

CONTRACT NAME: AGREEMENT BETWEEN SAFE SIDE SECURITY, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Safe Side Security, Inc., and DJUSD to monitor the security alarm system at all District locations, to manage warranty of the alarm system and provide material repair service.

FISCAL IMPACT: The term of this agreement is from July 1, 2017 to June 30, 2018. The cost for this service \$12,643, allocated in the Routine Restricted Account.



Safe Side Security, Inc.

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Woodland, CA 95776-5923
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FAX (530) 662-4859 • www.safeside.com

Alarm Company License #ACO 3558
California Contractor's License-C-10: 616354

COMMERCIAL PURCHASE AND SERVICES AGREEMENT

THIS Agreement is made this 1st day of July, 2017, by and between Safe Side Security, Inc., a California corporation ("SSS"), and:

CUSTOMER: **Davis Joint Unified School District (Multiple Accounts/Locations - see attached)**

ADDRESS: 1919 5th Street CITY: Davis STATE: CA ZIP: 95616

E-MAIL ADDRESS: mnelson@djud.net

TELEPHONE: _____

This agreement is written in plain language. Customer is sometimes referred to as "you" or "your" and SSS is sometimes referred to as "we," "us" or "our."

1. **SALE AND INSTALLATION.** We agree to sell to you and install the system(s) described on the attached Equipment Schedule at the address shown above (collectively the "System") and provide (i) warranty and after warranty time and material repair service, (ii) monitor the alarm system at an independent facility (the "Center"), and (iii) provide the other services selected below.

Type of System(s)

☒ Burglary ☐ Hold-up ☐ Fire/Smoke/Sprinkler Detection ☐ Supervisory ☐ Other _____
☐ Access Control (Non-monitored) ☐ CCTV (Non-Monitored)

Transmission Facilities

☐ Standard Telephone ☒ Cellular/Radio Primary ☐ Cellular/Radio Backup ☐ Internet

Approximate Installation Starting Date N/A, 20____ Approximate Installation Completion Date: N/A, 20____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System.

2. PRICE, PAYMENT AND TERM:

2.1 **SALES/INSTALLATION PRICE.** The price of an installed System, is \$ N/A, including applicable sales tax, payable \$ N/A upon execution of this Agreement and the balance upon substantial completion of the System installation. We may elect not to start to monitor the System(s), or provide other services until the sales/installation price is paid in full. We will retain title to the System until the complete sales/installation price is paid. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. We may file a mechanic's lien pursuant to California law if you fail to pay the entire sales/installation price. In addition we may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by California law. **5% discount applies**

2.2 **SERVICES FEE.** For monitoring and other services selected above your monthly payment is \$ \$1053.55, plus applicable sales tax, payable ☐ monthly ☒ annually in advance, starting on the first day of the month following the month in which monitoring service begins. The first payment for the first month of service is due upon execution of this Agreement. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees, which may be charged to us by any utility or governmental agency relating to the services we provide and you, agree to pay the same. In addition, we may increase the services fee for any renewal term by giving you sixty (60) days prior notice.

2.3 PAYMENT METHOD:

☒ Invoice. If invoice payment is selected, we will bill you annually in advance for the periodic service fees, and all other charges monthly in arrears, and you agree to pay the full amount due within thirty (30) days of the invoice date.

☐ Automatic Credit Card Debit. The activation fee and all periodic monitoring service fees are due in advance. All amounts due to SSS under this Agreement are to be paid by automatic credit card debit. If your credit card payment is not honored, you agree to pay the amount due upon receipt of our written demand for payment.

Name on Card: _____

☐ Visa ☐ MC ☐ Discover No. _____ Exp Date: _____ Security Code: _____

☐ Automatic Check Debit. The activation fee and all periodic monitoring service fees are due in advance. All amounts due to SSS under this Agreement are to be paid by automatic debit from your bank account. If your payment is not honored, you agree to pay the amount due upon receipt of our written demand for payment.

Bank Name: _____ ABA Routing # _____ (9 digits)

Account Name: _____ Account # _____

(Attach Blank Voided Check or Deposit Slip)

3. **TERM.** For services, the term shall begin on the date of completion of installation or the date of commencement of recurring services, and shall continue for a period of three (3) years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. LIMITED WARRANTY:

4.1 **WHAT IS COVERED:** FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY AND RETAIN ALL REPLACED PARTS.

4.2 **HOW TO GET SERVICE:** CONTACT US AT THE ADDRESS OR TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS REASONABLY POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER DAYS AND TIMES FOR AN ADDITIONAL CHARGE BILLED AT ONE AND ONE-HALF (1 1/2) OUR THEN NORMAL LABOR RATE AND INCLUDES A MINIMUM TRIP CHARGE.

4.3 **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY UNDER THIS WARRANTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES; ACCESS CONTROL CARDS AND VIDEO STORAGE MEDIA SUCH AS DVDS OR TAPES. ANY REQUIRED OR REQUESTED SYSTEM (INCLUDING FIRE ALARM) TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM OR SERVICES CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, POWER FAILURES OR SURGES, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. WE DO NOT WARRANT AND ARE NOT OBLIGATED TO MATCH PAINT OR WALL COVERINGS THAT MAY BE MODIFIED AS A RESULT OF THE INSTALLATION OR REPAIR OF THE SYSTEM. WE HAVE 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 AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.**

4.4 **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **RECEIPT OF COPY.** ALL OF THE TERMS ON THE REVERSE SIDE OF THIS AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF THIS AGREEMENT AND OTHER DISCLOSURES. THIS AGREEMENT WILL NOT BE BINDING UPON SSS UNTIL EITHER (1) APPROVED BY ONE OF OUR MANAGERS OR (2) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF OUR NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY OUR MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

6. **OUR LIMITED LIABILITY.** SECTIONS 16 AND 17 OF THIS AGREEMENT LIMIT OUR LIABILITY TO \$1,500.00 OR SIX TIMES THE MONTHLY SERVICES FEE, WHICHEVER IS MORE, IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL, DISABILITY OR PROPERTY INSURANCE FOR THE PROTECTION OF CUSTOMER AND OTHERS WHO MAY USE THE SYSTEM. CUSTOMER ACKNOWLEDGES THAT YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

Safe Side Security, Inc.

BY: P. Hamilton

Agent Reg. # 68986

Management Approval (office use)

Davis Joint Unified School District (Multiple Accounts/Locations - see attached)

CUSTOMER _____

BY: [Signature]

TITLE: Chief Business Officer

Date Signed August 7, 2017

Type of Commercial Entity:

☐ Corporation/LLC ☐ Partnership ☐ Sole Owner

7. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You have approved the locations of where the control panel, audible device, CCTV or access control equipment, and all protective devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make installations and repairs to the premises (such as installing all doors and windows on new construction or remodeled premises and fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, communications services for access control systems, and otherwise provide the proper environment for the Systems as we may reasonably request. If required, you will obtain and pay for all electrical permits, building plan permits and similar items. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed you will tell us within ten (10) days, otherwise the System will have been accepted by you.

8. **MONITORING SERVICE.** When a burglar alarm signal from the alarm system is received, the Center will first try to telephone your premises, and if there is no answer then the Center may try to telephone the first available person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify your law enforcement agency. The Center will also attempt to contact someone on your emergency call list to advise them that the emergency authorities have been notified. When a fire alarm, waterflow alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the law enforcement agency or fire department or other emergency authorities and the first available person on the emergency call list you give us. The Center reserves the right to verify all alarm signals by using the two-way voice feature of the system, if one has been installed or otherwise before notifying emergency authorities. The Center may choose not to notify emergency authorities if it has reason to believe that an emergency condition does not exist. When a non-emergency signal or supervisory signal is received (e.g. temperature monitor), emergency authorities will not be notified, and the Center will notify us and may attempt to contact the premises. We will attempt to notify you of the non-emergency signal during normal daytime business hours. You consent to the recording of all telephonic communications between your premises and the Center. In order to avoid repeated signal transmission and reduce resulting false alarms, your burglar alarm system may include a feature that limits the number of activations a protective sensor (e.g. door contact or motion detector) will transmit, and after a sensor is tripped and a signal is sent to the Center, that sensor will not report any further activations until you disarm and then rearm your burglar alarm system. You acknowledge and agree that both you and we are required to comply with all laws rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires enhanced call verification, physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee. We may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving you written notice. You appoint us as your agent to communicate with the Center and we are authorized to change or modify the services provided by the Center and advise the Center of changes to the services and your emergency call list.

9. **COMMUNICATIONS FACILITIES.** The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises; however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and us will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages; and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility 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. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

10. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring service and seek to recover damages. If a false alarm fine or penalty is charged to you or us by any governmental agency, you will pay for the charge. If the System has an audible device, you authorize us enter your premises to turn off the audible device if we are requested or ordered to do so by governmental authorities, neighbors or anyone else, and you will pay our standard service call charge for each such visit.

11. **AFTER-WARRANTY AND NON-WARRANTY SERVICE.** For non-warranty service and at the end of our limited warranty, we will repair the System on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum trip charge for each repair call. See Section 4.2 of our Limited Warranty on how to get repair service. Extended warranty service is available by separate contract. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or an access control system we did not install).

12. **CUSTOMER'S DUTIES.** You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals for the alarm System to the Center in accordance with our instructions, at least monthly. If the alarm System includes space or interior protection (e.g., infrared, photo-beams or other such detectors) you will turn off, control or remove all things such as animated signs, air conditioning and heating systems that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will complete and give us an emergency instructions and call list form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the persons or telephone numbers on your emergency call list. You agree that we may disclose the information on the emergency instructions and call list form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining film, video tape DVD diskettes or other electronic media for CCTV systems and we do not provide film developing or video editing services. **IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, YOU WILL REPLACE THE BATTERIES AS NEEDED AND AT LEAST ONCE EACH YEAR.** The city or county in which your premises located may require that you obtain a permit for the use and monitoring of the system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the system have been obtained, and therefore SSS may not begin

monitoring until you have obtained at your expense all necessary permits or licenses, and provided us with the license or permit number.

13. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT.** You understand that we may stop or suspend monitoring and repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone service between the System and our Center; (c) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (d) we are unable to provide service because of some action or ruling by any governmental authority; or (e) you become a debtor in a bankruptcy proceeding. If service is canceled or this agreement is terminated for any reason, you authorize us to remotely disconnect the alarm System communicator from the Center and/or enter your premises to disconnect it from our monitoring equipment and remove our communications prom and software and all of our signs and decals from your premises. If service is suspended because you have failed to pay the services fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing reconnection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR CENTERS.**

14. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, SSS will be relieved of any further obligations hereunder. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors (including the Center) to provide installation, monitoring, repair or other services, and this agreement, and particularly Sections 16 and 17 shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

15. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. If the System is to be installed according to plans and specifications you provide, you agree to pay for any and all costs incurred for any additions, changes, back-charges or corrections necessitated by inaccuracies, errors, discrepancies or changes in such plans and specifications, and we shall not be responsible for any delays caused by such circumstances. We shall not be obligated to do any changes without your first signing and delivering to us, an appropriate change order. **YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

16. **SSS IS NOT AN INSURER. LIQUIDATED DAMAGES. LIMITATION OF LIABILITY.** You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in your premises; (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the systems and services we provide and not on the value of your premises or its contents; (d) alarm systems and monitoring service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our service fail to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises (g) it is difficult to determine in advance how fast the police or fire department, paramedics or others would respond to an alarm signal or request for help; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or services. Therefore, you agree that even if a court decides that our breach of this agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring, repair or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1500.00 or six (6) times the monthly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability instead of the liquidated damages for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

17. **THIRD PARTY INDEMNIFICATION AND SUBROGATION.** If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this agreement, (ii) a failure of the System or services, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

18. **LIMITATION ON LAWSUITS: REFERENCE.** Both SSS and Customer agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this agreement, (other than actions brought by SSS in small claims court to collect amounts due under this agreement) will be settled by a reference proceeding in Yolo County, California, in accordance with the provisions of Section 638, et seq. of the *California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the *California Code of Civil Procedure*, as amended from time to time, and shall not be conducted under the Federal Arbitration Act. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

19. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information and personal information to law enforcement or fire service personnel and our subcontractors or assignees for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services we provide under this agreement, and new offerings of systems or services we may make available in the future.

20. **ENTIRE AGREEMENT.** The entire and only agreement between you and SSS is written in this agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR SALES REPRESENTATIVE.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this agreement, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement is performed in the state of California and shall be governed by the laws of California. You agree that a copy of this agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be used

21. **LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95834. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A PATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

New ACCT #	NAME	Monthly Amount
103-5572	Patwin Elementary- Computer Lab/Library	34.00
103-5578	Oliver Wendell Holmes	34.00
103-5579	Oliver Holmes Jr. High Computer Lab	34.00
103-5593	Birch Elementary	34.00
103-5573	Cesar Chavez Elementary Area 1 Computer Room Area 2 Library	34.00
103-5577	District Admin Bldg. Area 1 Admin Area Area 2 Tech Area Area 3 DS/IS Area 4 Child Center	34.00
103-5569	Valley Oaks Area 1 Computer Room Area 2 Library	34.00
103-5570	Valley Oak Children's Center	37.00
103-5694	King High School	34.00
103-5606	Pioneer Elementary Area 1 Office Area 2 Staff Area 3 Kindergarten Area 4 D-Wing Area 5 Computer Room Area 6 C-Wing Area 7 H-Wing	34.00
103-5607	Pioneer Elementary School MultiPurpose	34.00
103-5598	High School Admin Area 1 Admin Lounge Area 2 Office	34.00
103-5556	High School Library Area 1 Library Area 2 Career Center Area 3 Upstairs Area 4 L26,27,28,29, CISCO	34.00
103-5668	Adult Education	34.00
103-5672	Davis Senior High School Performing Arts	34.00
103-5576	Davis High School Rm A5	34.00
103-5665	Harper Jr High - Main System	34.00
103-5666	Harper Jr. High Gymnasium	34.00
103-5667	Harper Portable	34.00
103-5567	Operations Center	34.00
103-5603	Emerson School Computer Lab	34.00
103-5014	Emerson Middle School Library	37.00
103-5602	Emerson School Admin Office	34.00
103-5604	Emerson Portable	37.00
103-6029	Emerson DaVinci Portable	37.00
103-5574	North Davis Elementary School Office	34.00
103-5575	North Davis Elementary Computer Lab	34.00
103-5592	Korematsu Elem @ Mace Ranch	34.00
103-5580	Willetts RM G36	37.00
103-5568	Willits Elementary School Computer Lab	34.00
103-5571	BTSA RM 4 530 "B" Street	37.00
103-5988	Montgomery School	37.00
	MONTHLY TOTAL	1,109.00
	-5%	(55.45)
	Total due	1,053.55