

P.O. Box 326
1385 Wolf Creek Trail
Sharon Center, OH 44274-0326

No. JP117785
Phone Number (330)239-4600
Toll Free Number (888)420-8588
Fax Number (330)239-4660
Website www.southeastsecurity.com

SERVICES AGREEMENT

This agreement made as of 4/18/2024 by and between Southeast Security Corporation (herein “Company”) and Norton City School District who’s principal address is Norton City School District in the city of Norton, OH 44203 (herein “Customer”).

Job Information:

Location: Norton City School District
Address 1: 4128 Cleveland Massillon Road
Address 2:
City/State/Zip: Norton, OH 44203
Email: awagler@nortonpanthers.org
Phone: (330)825-2114

Job Title: AMAG 3-Year Support Agreement
Type of Transaction: Direct Sale
Type of Systems: Access Control
Recurring Services:
Job Description: AMAG 3-Year Support Agreement
Referenced Quotes:
Quote# Q126888: AMAG 3-Year Support Agreement - Expires 2027

Purchase Agreement: Customer agrees to purchase the services and equipment described above and in any referenced quotes from Company for the total price of **\$13,541.38**.

Purchase Order # _____ Check # _____ Other: _____ Balance Due _____

Installation: Company agrees to install the equipment listed in the referenced quotes in a workmanlike manner in accordance with the following conditions: (A) Customer will make the premises available without interruption during companies normal business hours, ie., 8:00 a.m. to 4:30 p.m. excluding weekends and holidays; and (B) Customer understands that the installation may necessitate drilling in various parts of the premises. 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.

*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.

Limited Liability: We do not represent or warrant that the 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: (a) we have made no 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

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the contents thereof. 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 the lessor of two-hundred fifty dollars (\$250.00) or six times the monthly monitoring fee, 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.

Recurring Service Fees: Company may increase monthly service fees at any time to recover any additional taxes, fees, license or other charges that may be imposed on us by any governmental agency, utility or equipment supplier and you agree to pay the same. In addition, company may increase the monitoring fee, if applicable, by not more than five percent (5%) of the current monitoring fee on each anniversary of the execution of this agreement by giving thirty (30) days prior written notice of the increase.

Delinquency and Default: If customer fails to make any payment when due we may discontinue service, terminate this agreement and recover all damages to which we are entitled including, without limitation, the value of the work and services performed and agreed upon. The entire balance of all payments for the entire term herein shall immediately become due and payable and customer shall be liable. In addition, Company may impose a late charge of 1.5% per month (18% APR) on all payments more than 15 days past due.

Transmission Liner: For alarm systems only, customer will pay all telephone charges including any installation fee for a special jack to connect the system to your telephone service. The system includes a communicator (if applicable) that sends signals to the Central Monitoring Station over your regular telephone service, and we recommend the use of an RJ31X telephone jack or equivalent jack to give the system priority over the telephones on your premises; however, you will not be able to use your telephone service to make other calls (such as calls to the 911 emergency operator) when the system is activated, therefore you may want to have the system connected to a separate telephone service. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we may not know of the telephone service problem. Transmission is provided over telephone facilities that are controlled and maintained by the telephone company and are beyond our control,

Monitoring Service: If applicable, the system will be monitored by a Central Alarm Monitoring and Call Centers Company will pay all monitoring fees charged by the Monitoring Center. If requested to do so, customer will complete and return to us or the Monitoring Center, the Center's standard Central Station Monitoring Agreement.

Assignees and Subcontractors: We may transfer or assign this agreement to any other alarm company or central monitoring center. 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 to provide monitoring, repair, installation or other services. This agreement shall apply and protect our assignees and subcontractors in the same manner as it applies and protects Company.

Limited Warranty / Maintenance: Unless otherwise specified on above referenced quotes, during the first ninety (90) days after completion of the original installation, if any component of the system, materials or labor installed under this Agreement proves to be defective in material or workmanship, Company will repair or replace at Company's option free of charge the defective component, materials and/or labor. If, after the first ninety (90) days but within the first twelve (12) months after completion of installation, any component of the system (not including wiring) proves to be defective in material or workmanship, Company Will repair or replace

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said defective component at Company's option with a new or functionally operative component, but Customer shall be required to pay for any labor associated with the repair or replacement of the defective component. This limited warranty is extended only to the original consumer of the system and may be enforced only by such persons. The following conditions are not covered by the warranty: (a) Damage resulting from accidents, acts of God, adverse weather, alterations, misuse, tampering or abuse; (b) Failure of the Customer to properly close or secure a door, window, or other point protected by a burglar alarm device; (c) Failure of customer to properly follow operating instructions provided by Company at time of installation or at a later date; (d) Trouble in telephone lines; (e) Trouble due to interruption of commercial power; (f) The expense of ordinary maintenance and repair of said system wiring due to normal wear and tear; (g) The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises; and/or (h) Damage to the premises or system (and components) by any cause beyond the control of Company. Service pursuant to the warranty will be furnished only during Company's normal working hours, 8:00 am to 4:30 p.m., excluding weekends and holidays. Services rendered outside the normal working hours of Company are not within the scope of the warranty, and any services requested to be performed outside normal working hours will be charged to the Customer at Company's then applicable rate for labor and materials.

Third Party Indemnification: In the event that any person, not a party to this Agreement shall make any claim or file any lawsuit against Company in any way relating to the equipment or services that are the subject of this Agreement, including failure of the equipment or monitoring service in any respect, Customer agrees to indemnify 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 on alleged intentional conduct, active or passive negligence, strict liability, or product liability, on the part of Company, our agents, servants, or employees.

Limitation on Lawsuits: 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 or filed 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.

Suspension or Cancellation of this Agreement: You understand that Company may stop or suspend monitoring (if provided) and repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our facilities, including the Monitoring 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 the Monitoring Center; (c) you do not pay the service charge or any fees or charges due to us, after we have given you 10 days notice that we are canceling service because of non-payment, we may charge a reconnection fee if service is suspended for 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.



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Entire Agreement: This document and any attachments hereto constitute the entire agreement between Company and Customer, and no representation, statement or warranty other than as specifically set forth in this agreement or required by law shall be binding on either party. In the event that any one or more of the provisions of this Agreement is declared to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. Customers signature represents acceptance of this agreement and all of its terms.

This agreement constitutes the entire agreement between the parties. All terms and conditions on the reverse side of this page or on the attached page(s) are hereby incorporated herein, and by reference are made a part hereof.

Southeast Security Corporation

Name: _____ Title: _____

Signature: _____ Date: _____

Customer:

Name: _____ Title: _____

Signature: _____ Date: _____

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Customer Information

Bill To: Accounts Payable
Company: Norton City School District
Address: Norton City School District
Address2: 4128 Cleveland Massillon Road
City, St Zip: Norton, OH 44203

Job Site: Norton City School District
Company: Norton City School District
Address: 4128 Cleveland Massillon Road
Address2:
City, St Zip: Norton, OH 44203

Contact: Angie Wagler
Company: Norton City School District
Address: Norton City School District
Address2: 4128 Cleveland Massillon Road
City, St Zip: Norton, OH 44203

Quote: AMAG 3-Year Support Agreement - Expires 2027

Scope of Work

Your support agreement with AMAG ended 4/1/2024. Southeast Security wants to keep your access control system up to date with the latest version of software as well as keeping your support agreement current. Signing this agreement will give you piece of mind knowing that Southeast Security will send a certified trained technician out to your facility to update the AMAG software to the latest version. This is vital with keeping your access control system operating properly. The new agreement will expire in 2027.

Equipment List

- 1 Amag PRO-CLIENT-V9.3 Professional Client Software V9.3 (3-Year Agreement)
- 1 Amag Pro-32-V9.3 Symmetry Professional 32 Reader Software - Database (SQL Express) & 1 Client. (3-Year Agreement)
- 3 SES Commissioning Test, Program and Training

Payment Terms: Net 30

Q126888: Net 30

Totals

Southeast Security offers only state of the art solutions with customer inspired ideas and industry approved designs. Established in 1986 with offices in Ohio and Florida, the company continues to build its reputation on providing quality equipment, professional installations and exceptional service! Southeast Security is a leading provider in many services such as:

- Access Control
- Burglar Alarms
- Fire Alarms
- VoIP
- Networking
- Wireless
- A/V
- Pro Sound
- Central Sound
- Intercom
- K-12 Technology
- Closed Circuit Television Systems (CCTV)

Subtotal \$13,541.38
Sales Tax \$0.00
Total: \$13,541.38

* All products, product specifications, and data are subject to change without notice for the purpose of improving reliability, function, or design. While Southeast Security shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date and or equipment pricing is subject to change. As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Southeast Security and its sub-suppliers or subcontractors may occur.

Accepted by _____

Title _____

Signature _____

Date _____