

THIS AGREEMENT is made this 18 day of February, 2025, by and between the Sonitrol Independent Franchised Dealer, located at Sonitrol of Evansville 208 Northwest Third St. Evansville IN 47708 ("DEALER"), and the client listed below;

CLIENT: South Gibson School Corp
 ADDRESS: 3321 W 8005
 CITY: Fort Branch STATE: IN ZIP: 47648
 PHONE: 812-753-4230 EMAIL: darryl.angermeier@sgibson.k12.in.us

Billing address if different from above:
 BUSINESS: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: _____ LOCATION CONTACT: _____

THIS AGREEMENT COVERS: Burglary System Access Control System CCTV System Fire Alarm System Other _____
 SERVICES TO BE PROVIDED: See attached Schedule of Services ("Schedule")

1. SALE, INSTALLATION AND SERVICES (check one)

- CLIENT OWNED.** DEALER will sell and install, provide warranty and after-warranty repair service, and/or provide the other services specified on the Schedule for the security systems (individually or collectively the "System" or "Sold System" and as described on the Dealer's proposal dated 2 18 2025 which to the extent of the equipment detailed only becomes part of this Agreement (the "Proposal").
- DEALER OWNED.** DEALER will install, provide repair service and/or provide the other services specified on the Schedule for the security systems (individually or collectively the "System" or "DEALER System") and as described on the Proposal dated _____ A DEALER System remains the sole and exclusive property of DEALER.

CLIENT will, at CLIENT's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System. Dealer will invoice CLIENT for cost of any installation fees following the completion of installation. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a DEALER System are described on the Schedule.

2. PAYMENT TERMS (prices do not include any applicable state and local sales or use tax)

- 2.1 **SALES/INSTALLATION PRICE.** The price of a Sold System, or the installation fee for a DEALER System is \$ 0.00, of which \$ 0.00 is payable upon execution of this Agreement and the balance upon substantial completion of the System installation. DEALER may elect not to start to monitor the System(s), or provide other services until the sales/installation price is paid in full. DEALER will retain title to the Sold System until the complete sales/installation price is paid. If CLIENT fails to make any payment when due DEALER may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which DEALER is entitled, including the value of the work performed and loss of profits. In addition DEALER may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by law. For a Sold System, DEALER may file a mechanic's lien if CLIENT fails to pay the entire sales price.
- 2.2 **SERVICES FEE.** For monitoring and other services selected above, the monthly payment is \$ 115.20 to be billed: Quarterly or Semi-Annually or Annually in advance. The first payment for the first billing cycle of service is due upon execution of this Agreement.
- 2.3 **DEALER may at any time following the expiration of twelve (12) months of this Agreement, increase the monthly charge specified in 2.2, once in any twelve (12) month period. If DEALER increases the basic monthly charge in any year by an amount greater than four (4%) percent, CLIENT may terminate the Agreement upon written notice to DEALER within fifteen (15) days of notification of such increase.**

3. **TERM.** For services, the initial term of this Agreement is five (5) years commencing on the day service begins (the "Initial Term,") and will automatically renew for successive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless canceled by either party in writing at least thirty (30) days before the end of the Initial Term or any renewal term.

4. LIQUIDATED DAMAGES AND DEALER'S LIMITS OF LIABILITY

- 4.1 It is understood and agreed by the parties hereto that DEALER is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the System and service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises; that DEALER makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the System or service supplied will avert or prevent occurrences or the consequences there from which the System or service is intended to detect or

avert, except for the provisions of the Sonitrol Security System Limited Performance Warranty as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.

- 4.2 IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF DEALER TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS. THEREFORE IF ARTICLE 4.1

IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON DEALER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$1,500, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, DEALER'S LIABILITY SHALL BE LIMITED TO \$500.) THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE DEALER'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF DEALER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST DEALER MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE

OF THE CAUSE OF ACTION ARISES. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH DEALER AS AN INSURER.

- 4.3 SINCE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO ITS OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS DEALER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY DEALER OF THE INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.
- 4.4 WITH RESPECT TO DEALER OWNED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY DEALER'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- 4.5 Paragraphs 4.1 through 4.3 of this Article 4 shall apply to any other company or entity, and the work they perform, which, in addition to DEALER, furnishes as a subcontractor or otherwise, any installation, monitoring, repairs or other services provided hereunder.
- 4.6 **LIMITED WARRANTY (SOLD SYSTEM ONLY)**

DEALER warrants that the equipment will be free from defects in material and workmanship for a period of one (1) year from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at DEALER's sole option, free of charge. Warranty repair is done 8 am - 4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the CLIENT, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by DEALER or its original equipment manufacturer ("OEM"), performance issues relating to the use of CLIENT'S data network(s), power fluctuations, or any other cause not within the cause or control of DEALER. If inspection by DEALER fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at CLIENT'S expense and DEALER'S regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, DEALER 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 DEALER, IT EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. DEALER MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

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

5. **MISCELLANEOUS CHARGES AND INCREASE IN CHARGES**

- 5.1 CLIENT shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to DEALER for facilities required for transmission of signals under this Agreement.
- 5.2 At DEALER's option, a fee may be charged for any false alarm caused by CLIENT or for any unnecessary service run. If either DEALER or CLIENT is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, CLIENT shall pay the full amount of such fine or penalty.
- 5.3 Installation will be performed during DEALER's normal working hours and using its own personnel. If CLIENT requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or DEALER's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly. The installation may require that wires be exposed.
- 5.4 If any government agency requires any changes in the system originally installed, CLIENT agrees to pay for such changes. It is CLIENT's responsibility to obtain all alarm use permits required by the local jurisdiction.

6. **FURTHER OBLIGATIONS OF CLIENT**

- 6.1 The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should CLIENT request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at DEALER's initial survey and for delays other than caused by DEALER will be borne by CLIENT at DEALER's then current rates.
- 6.2 CLIENT agrees that DEALER may conduct a credit investigation and review. In such event, CLIENT shall provide, in a timely manner, such financial

information as DEALER may request. CLIENT represents and warrants that all such financial information accurately and completely presents CLIENT's financial condition as of the date of execution of this Agreement. CLIENT hereby authorizes DEALER to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on CLIENT's behalf and to file such documents in all places where necessary to perfect DEALER's interest in the equipment. CLIENT agrees to execute any such instruments as DEALER may request from time to time.

- 6.3 CLIENT, at its own expense, shall supply appropriate unswitched 110 AC power outlets and connectivity for telephone or internet communications as required and located according to DEALER's requirements.
- 6.4 CLIENT shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by DEALER, nor shall CLIENT permit the same to be done by others. It is further agreed that CLIENT indemnifies and holds DEALER harmless for any claim arising out of the foregoing and that if any work is required to be performed by DEALER, due to CLIENT's breach of the foregoing obligations, CLIENT will pay DEALER for such work in accordance with DEALER's then-current prevailing charges.
- 6.5 For those premises where DEALER is to provide monitoring, CLIENT shall furnish DEALER a list of the names, titles, and telephone numbers of all persons authorized to enter the premises of CLIENT during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, CLIENT shall also furnish DEALER with an authorized daily and holiday opening and closing schedule.
- 6.6 CLIENT shall set the alarm system at such times as CLIENT shall close its premises. CLIENT shall test the alarm system prior to each closed period and shall immediately report to DEALER any claimed inadequacy in or failure of the system. CLIENT shall perform a daily walk test of any motion detection equipment used on the premises.
- 6.7 CLIENT shall permit DEALER access to the premises for any reason arising out of or in connection with DEALER's rights or obligations under this Agreement.
- 6.8 Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of DEALER, any repairs or replacement shall be paid for by CLIENT (ordinary wear and tear excepted in the case of a DEALER-owned system).
- 6.9 Any claim by CLIENT of improper installation or a defect in the system shall be made in writing to DEALER within thirty (30) days of installation completion.
- 6.10 CLIENT represents and warrants that CLIENT is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. CLIENT shall indemnify and hold DEALER harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from DEALER's inability to recover DEALER owned system components when CLIENT moves out of the premises.
- 6.11 For those premises where closed circuit television (CCTV) equipment is provided, CLIENT will provide adequate illumination where required for the proper operation of the CCTV cameras and will provide 110 AC power outlets where required as well as rack or desk space for monitors and associated equipment.
- 6.12 It is mutually agreed that the CLIENT assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at CLIENT's premises.
- 6.13 CLIENT represents that, except to the extent it has given DEALER written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by CLIENT) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond DEALER's reasonable control and DEALER shall not start or continue to perform its work under the contract until CLIENT has remedied the unsafe or unlawful condition at CLIENT's sole expense. CLIENT shall indemnify and hold DEALER and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not CLIENT disclosed such materials to DEALER).

7. FURTHER OBLIGATIONS OF DEALER; LIMITATIONS

- 7.1 DEALER shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of DEALER, including interruptions in service for telephone or internet communications. DEALER will not be required to perform installation or supply service to CLIENT while any such cause shall continue.
- 7.2 If CLIENT has subscribed to monitoring service, the System will be connected to DEALER's monitoring facility (the "Center"). Upon receipt of an audio or video signal indicating an unauthorized entry into Client's premises, Dealer will use reasonable efforts to identify the sound or image, and when warranted, transmit notice of said signal as directed in writing by Client or to the public police department, if allowed by ordinance, or private agency as applicable. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency or supervisory signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm before notifying emergency personnel. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. DEALER and CLIENT are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. DEALER may discontinue or change any particular response service due to governmental or insurance requirements by giving CLIENT written notice. CLIENT consents to the tape recording of all telephonic communications between CLIENT's premises and DEALER, and will inform its employees that such recordings are authorized. If CLIENT's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, CLIENT agrees to subscribe to such service if provided by DEALER, or otherwise comply with such requirements, and an additional fee may apply for such services. If DEALER provides hosted managed access control, upon receipt of notice from Client requesting a modification to the DEALER hosted managed access control account base to modify Client's database, DEALER will, as requested, perform the necessary programming actions, and confirm with CLIENT that the requested changes have been implemented. In the event that a chronic noise source is introduced into a protected area, the Center will attempt to notify the first available person on the emergency call list. The Center reserves the right to disable any audio loop that is subject to a chronic noise source that is causing the alarm system to report audio on a frequent or continuous basis.
- 7.3 If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7.2 above.
- 7.4 CLIENT understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the DEALER's monitoring center, there may be times when that communication method is not able to transmit signals and DEALER will not receive

alarm signals. Digital communicators use standard telephone lines and DEALER does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. The system cannot communicate over regular cellular service. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. CLIENT understands that DEALER

offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Protection have been chosen by CLIENT after considering and balancing the levels of protection afforded by various communication methods and the related costs. CLIENT acknowledges and agrees that CLIENT is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond DEALER's control and are maintained and serviced, solely by the applicable carrier or provider. CLIENT agrees to reimburse DEALER for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. CLIENT agrees to notify DEALER if CLIENT has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

7.5 DEALER shall not be responsible for the replacement of equipment or parts no longer commercially available to DEALER.

8. TITLE TO EQUIPMENT; PROPRIETARY PROTECTION

8.1 Any DEALER-owned equipment installed on the CLIENT's premises shall at all times remain solely the property of DEALER, or its assignee and CLIENT agrees not to permit the attachment thereto of any equipment not furnished by DEALER. If CLIENT purchases equipment, CLIENT agrees that DEALER retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that DEALER may remove or abandon all DEALER-owned equipment, including all wiring installed by DEALER, in whole or in part, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of DEALER, or its assignee, to collect any charges which have accrued hereunder.

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

9. TERMINATION

9.1 DEALER may terminate this Agreement immediately upon written notice:

- a) In the event CLIENT defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. CLIENT shall also pay attorney and/or collection fees, defined as an additional thirty- five percent (35%) of the outstanding balance owed, incurred in collecting CLIENT's account; or
- b) In the event the Center, the communication lines, wires or DEALER's equipment within CLIENT's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to CLIENT's premises; or
- c) As provided in the Terms, Renewal and Expiration section.

9.2 CLIENT may terminate the Agreement:

- a) Immediately upon written notice, in the event CLIENT's premises are, by any cause beyond the control of the CLIENT, destroyed or so substantially damaged that it is commercially impractical for CLIENT to continue any operations at such premises; provided that if the CLIENT is using DEALER-owned equipment, the CLIENT must pay DEALER all payments remaining to be made under this Agreement through its scheduled expiration; or
- b) As provided in the Terms, Renewal and Expiration section.

9.3 Upon termination of this Agreement, CLIENT shall permit DEALER access to CLIENT's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.

10. ASSIGNMENT

This Agreement is not assignable by the CLIENT except upon written consent of DEALER first being obtained. DEALER shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the CLIENT.

11. INSURANCE AND WAIVER OF SUBROGATION

CLIENT shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by CLIENT in connection with, the services provided by DEALER. For all losses, damage or injury above the limits set forth in paragraph 4.2, CLIENT shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against DEALER. CLIENT agrees to obtain insurance permitting said waiver without invalidating coverage. CLIENT does hereby for itself and other parties claiming under it, release and discharge DEALER from and against all claims arising from hazards covered by CLIENT insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against DEALER.

12. TRIAL BY JURY

UNLESS PROHIBITED BY LAW, BOTH PARTIES TO THIS AGREEMENT, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT.

13. **ENTIRE AGREEMENT: DOCUMENT RETENTION**

The entire and only agreement between CLIENT and DEALER 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 both parties. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY A SALES AGENT. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by CLIENT. 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. CLIENT agrees that DEALER may save and store all contracts and other documents executed by CLIENT in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by DEALER as originals and shall be given the same force and effect as the paper-form originals.

SONITROL INDEPENDENT FRANCHISE

CLIENT

| | |
|---|---|
| Signature: _____ Print Name: <u>Sherri Wright</u> Dealer: <u>Sonitrol of Evansville</u> Address: <u>208 Northwest Third St.</u> City, State, Zip: <u>Evansville IN 47708</u> License#: _____ Phone: <u>(800) 444-1191</u> | Client Signature: _____ Print Name: _____ Title: _____ Date: _____ |
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| | |
|---|----------------------|
| _____ DEALER SIGNATURE (Management Approval) | _____ Date Signed |
|---|----------------------|

THIS AGREEMENT WILL NOT BE BINDING UPON DEALER UNTIL EITHER (i) SIGNED BY ONE OF ITS MANAGERS OR (ii) DEALER STARTS THE INSTALLATION OR SERVICE. IN THE EVENT OF NON-APPROVAL, DEALER'S ONLY LIABILITY SHALL BE TO REFUND THE AMOUNT PAID BY CLIENT UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY DEALER'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. CLIENT FURTHER ACKNOWLEDGES THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

THE CITY OR COUNTY IN WHICH THE PREMISES IS LOCATED MAY REQUIRE THAT CLIENT OBTAIN A PERMIT FOR THE USE AND MONITORING OF AN ALARM SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE ALARM SYSTEM HAVE BEEN OBTAINED, AND THEREFORE DEALER MAY NOT BEGIN MONITORING UNTIL CLIENT HAS OBTAINED AT CLIENT'S EXPENSE ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED DEALER WITH THE LICENSE OR PERMIT NUMBER.

Schedule of Services

Customer Name: South Gibson School Corp Agreement#: E 4926

The monthly fee includes the following:

BURGLARY

- Monitoring
- mySonitrol†
- Parts & Labor Included*
- Time & Material
- Hold-up/Panic
- Other: _____

ACCESS

- CS Management
- mySonitrol†
- Parts & Labor Included*
- Time & Material
- Other: _____

CCTV

- Health Monitoring
- Parts & Labor Included*
- Time & Material
- Sonavision
- Other: _____

FIRE

- Monitoring
- Test & Inspection
- Annual Other: Bi-Annually
- Time & Material
- Parts & Labor Included*
- Other: _____

Communication Method

Burglary: Primary: Telephone IP Cellular Radio Other Secondary: Telephone IP Cellular Radio None

Fire: Primary: Telephone IP Cellular Radio Other Secondary: Telephone IP Cellular Radio None

***Service – Parts & Labor Coverage**

1. Service calls generated as a result of component failure will be repaired or replaced without charge.
2. Service calls generated as a result of installation procedure or workmanship will be repaired without charge.
3. Service calls generated as a result of wiring failure, where wiring has not been cut or otherwise damaged, will be repaired or replaced without charge.

Not included in the monthly fee:

1. Service calls generated as a result of user operation error will be billed at prevailing rates.
2. Service calls generated as a result of damage caused by outside forces (contractors, remodeling, noise generated machinery or devices) will be billed at prevailing rates.
3. Service calls generated as a result of damages caused by Mother Nature, explosions, riots, vandalism, structural collapse, or any incident covered by adequate insurance, will be billed at prevailing rates.
4. System improvements, upgrades, additions of functions or coverage will be billed following a proposal and the appropriate approvals.
5. Repair or replacement service (other than diagnostic service) on auxiliary components not installed by Sonitrol will be billed at prevailing rates.
6. Heat detectors, smoke detectors, control panel batteries and batteries in wireless devices are serviced at no charge for five (5) years from date of installation. After five (5) years, service cost will be for parts only, no charge for labor.

Other: _____

† See Contact information to authorize MySonitrol access permissions

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____

SONITROL SECURITY SYSTEMS

208 N.W. Third Street
Evansville, IN 47708-1234
Telephone (800) 444-1191
(812) 467-7236 Fax

Deposit Invoice

Date:
Agreement Number: E 4926

Customer:
Address:

Credit Card: Visa Discover American Express MasterCard
Name: _____
Card Number: _____
Expiration: _____
CVV: _____
Method of Payment for: Deposit Installation Recurring Service All

Electronic Funds Transfer (EFT): Checking Account Savings Account
Name: _____
Routing Number: _____
Account Number: _____
Method of Payment for: Deposit Installation Recurring Service All

Check: Check Number for Deposit: _____
Method of Payment for: Deposit Installation Recurring Service All

Amount Remitted _____

Please cut along the dotted line and return with your payment.

| Invoice Date | Terms | P.O. Number |
|--------------|--------------|-------------|
| | Upon Receipt | |
| Description | | Amount |

Customer Deposit– Agreement Number: E 4926 \$

SONITROL SECURITY SYSTEMS

208 N.W. Third Street
Evansville, IN 47708-1234
Telephone (800) 444-119
(812) 467-7236 Fax1

Financial Information Contact:
812-253-9464
fsendelweck@sonitrolev.com
Thank you.



CONTACT INFORMATION

E 4926

Customer South Gibson School Corp Account # _____

Address 3321 W 8005

Fort Branch IN 47648

Signature of Authorized User

Printed Name

IT Contact _____
Name _____ Phone _____ Email _____

CALL LIST

Persons on the call list must have keys to the building, the ability to disarm the system, and be at the location within 30 minutes of a call. Law Enforcement recommends a minimum of three people on this list. Please list the names and phone numbers in the order you want them called.

| Name | Primary Phone | Secondary Phone |
|---------|---------------|-----------------|
| 1 _____ | _____ | _____ |
| 2 _____ | _____ | _____ |
| 3 _____ | _____ | _____ |
| 4 _____ | _____ | _____ |

USERS

| First Name, Last Name | Specify User Permissions (see key below) | | | | | | | | | | | | | |
|-----------------------|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
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If a user is not authorized, they will be unable to make changes to the account, cancel alarms or call for service. Users can only be authorized by another authorized user in writing by email, fax or mail.

| | | |
|-----------------------------------|--|--|
| A. Permission Suspended | User will not be arming or disarming for an extended period of time, but they will not be removed as a user | |
| B. Can Open/Close within Schedule | User can only arm and disarm the system during a specified period to time. Schedule to be provided by an authorized user | |
| C. Service | Authorized to call for service | |
| D. Can Open and Close anytime | User will be arming and disarming at all hours | |
| E. Can cancel an Alarm | User will be able to call in using a pass code provided by central station and cancel an alarm | |
| F. Can authorize Schedule change | Authorized person can set up scheduled times when specified users will arm and disarm a system. | |
| G. Put entire system on test | Authorized person can call central station to put system on test if there will be a break in system communication due to construction, phone line work, etc. | |
| H. Put designated area on test | For systems with multiple areas, specified users can only put certain areas on test due to construction, phone line work, etc. | |
| I. Edit Customer | Authorized person can edit user information and call lists by fax, email or letter. | |
| J. Give out customer info | Authorized person can call in and request all information on account including call list, user lists, system information. | |
| MySonitrol | L. Mobile App - ADMIN | Gives full access to view cameras, view/edit users, call lists with arm & Disarm if IP |
| | M. Mobile App - Service | System state, Activity, Arm/Disarm if IP |
| | N. Mobile App - Code Changes | System State, Activity, Reports, Edit users and call list, Arm/Disarm if IP |

THIS AGREEMENT is made this 18 day of February, 2025, by and between the Maxitrol Dealer, located at Sonitrol of Evansville 208 Northwest Third St. Evansville IN 47708 ("DEALER"), and the client listed below;

CLIENT: Gibson South School Corp
ADDRESS: 3321 W 805
CITY: Fort Branch STATE: IN ZIP: 47648
PHONE: 812-753-3011 EMAIL: darryl.angermeier@sgibson.k12.in.us

Billing address if different from above:

BUSINESS: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ LOCATION CONTACT: _____

THIS AGREEMENT COVERS: Burglary System Access Control System CCTV System Fire Alarm System Other _____
SERVICES TO BE PROVIDED: See attached Schedule of Services ("Schedule")

1. SALE, INSTALLATION AND SERVICES (check one)

- CLIENT OWNED.** DEALER will sell and install, provide warranty and after-warranty repair service, and/or provide the other services specified on the Schedule for the security systems (individually or collectively the "System" or "Sold System" and as described on the Dealer's proposal dated 2 18, 2025 which to the extent of the equipment detailed only becomes part of this Agreement (the "Proposal.")
- DEALER OWNED.** DEALER will install, provide repair service and/or provide the other services specified on the Schedule for the security systems (individually or collectively the "System" or "DEALER System") and as described on the Proposal dated _____, _____. A DEALER System remains the sole and exclusive property of DEALER.

CLIENT will, at CLIENT's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System. Dealer will invoice CLIENT for cost of any installation fees following the completion of installation. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a DEALER System are described on the Schedule.

2. PAYMENT TERMS (prices do not include any applicable state and local sales or use tax)

- 2.1 **SALES/INSTALLATION PRICE.** The price of a Sold System, or the installation fee for a DEALER System is \$ 0.00, of which \$ 0.00 is payable upon execution of this Agreement and the balance upon substantial completion of the System installation. DEALER may elect not to start to monitor the System(s), or provide other services until the sales/installation price is paid in full. DEALER will retain title to the Sold System until the complete sales/installation price is paid. If CLIENT fails to make any payment when due DEALER may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which DEALER is entitled, including the value of the work performed and loss of profits. In addition, DEALER may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by law. For a Sold System, DEALER may file a mechanic's lien if CLIENT fails to pay the entire sales price.
- 2.2 **SERVICES FEE.** For monitoring and other services selected above, the monthly payment is \$ 34.00 billable: Quarterly Semi-Annually or Annually in advance. The first payment for the first billing cycle of service is due upon execution of this Agreement.
- 2.3 DEALER may at any time following the expiration of twelve (12) months of this Agreement, increase the monthly charge specified in 2.2, once in any twelve (12) month period. If DEALER increases the basic monthly charge in any year by an amount greater than four (4%) percent, CLIENT may terminate the Agreement upon written notice to DEALER within fifteen (15) days of notification of such increase.
3. **TERM.** For services, the initial term of this Agreement is five (5) years commencing on the day service begins (the "Initial Term,") and will automatically renew for successive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless canceled by either party in writing at least thirty (30) days before the end of the Initial Term or any renewal term.
4. **LIQUIDATED DAMAGES AND DEALER'S LIMITS OF LIABILITY**
- 4.1 It is understood and agreed by the parties hereto that DEALER is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the System and service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S

premises; that DEALER makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the System or service supplied will avert or prevent occurrences or the consequences there from which the System or service is intended to detect or avert as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.

- 4.2 IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF DEALER TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS. THEREFORE IF ARTICLE 4.1 IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON DEALER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$1,500, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, DEALER'S LIABILITY SHALL BE LIMITED TO \$500.) THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE DEALER'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF DEALER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST DEALER MORE THAN ONE (1) YEAR AFTER THE OCCURANCE OF THE CAUSE OF ACTION ARISES. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH DEALER AS AN INSURER.
- 4.3 SINCE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO ITS OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS DEALER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY DEALER OF THE INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.
- 4.4 WITH RESPECT TO DEALER OWNED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY DEALER'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- 4.5 Paragraphs 4.1 through 4.3 of this Article 4 shall apply to any other company or entity, and the work they perform, which, in addition to DEALER, furnishes as a subcontractor or otherwise, any installation, monitoring, repairs or other services provided hereunder.

4.6 **LIMITED WARRANTY [SOLD SYSTEM ONLY]**

DEALER warrants that the equipment will be free from defects in material and workmanship for a period of one (1) year from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at DEALER's sole option, free of charge. Warranty repair is done 8 am - 4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the CLIENT, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by DEALER or its original equipment manufacturer ("OEM"), performance issues relating to the use of CLIENT'S data network(s), power fluctuations, or any other cause not within the cause or control of DEALER. If inspection by DEALER fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at CLIENT'S expense and DEALER'S regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, DEALER 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 DEALER, IT EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. DEALER MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

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

5. **MISCELLANEOUS CHARGES AND INCREASE IN CHARGES**

- 5.1 CLIENT shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to DEALER for facilities required for transmission of signals under this Agreement.
- 5.2 At DEALER's option, a fee may be charged for any false alarm caused by CLIENT or for any unnecessary service run. If either DEALER or CLIENT is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, CLIENT shall pay the full amount of such fine or penalty.
- 5.3 Installation will be performed during DEALER's normal working hours and using its own personnel. If CLIENT requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or DEALER's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly. The installation may require that wires be exposed.
- 5.4 If any government agency requires any changes in the system originally installed, CLIENT agrees to pay for such changes. It is CLIENT's responsibility to obtain all alarm use permits required by the local jurisdiction.

6. **FURTHER OBLIGATIONS OF CLIENT**

- 6.1 The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should CLIENT request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at DEALER's initial survey and for delays other than caused by DEALER will be borne by CLIENT at DEALER's then current rates.
- 6.2 CLIENT agrees that DEALER may conduct a credit investigation and review. In such event, CLIENT shall provide, in a timely manner, such financial information as DEALER may request. CLIENT represents and warrants that all such financial information accurately and completely presents CLIENT'S

financial condition as of the date of execution of this Agreement. CLIENT hereby authorizes DEALER to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on CLIENT's behalf and to file such documents in all places where necessary to perfect DEALER's interest in the equipment. CLIENT agrees to execute any such instruments as DEALER may request from time to time.

- 6.3 CLIENT, at its own expense, shall supply appropriate unswitched 110 AC power outlets and connectivity for telephone or internet communications as required and located according to DEALER's requirements.
- 6.4 CLIENT shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by DEALER, nor shall CLIENT permit the same to be done by others. It is further agreed that CLIENT indemnifies and holds DEALER harmless for any claim arising out of the foregoing and that if any work is required to be performed by DEALER, due to CLIENT's breach of the foregoing obligations, CLIENT will pay DEALER for such work in accordance with DEALER's then-current prevailing charges.
- 6.5 For those premises where DEALER is to provide monitoring, CLIENT shall furnish DEALER a list of the names, titles, and telephone numbers of all persons authorized to enter the premises of CLIENT during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, CLIENT shall also furnish DEALER with an authorized daily and holiday opening and closing schedule.
- 6.6 CLIENT shall set the alarm system at such times as CLIENT shall close its premises. CLIENT shall test the alarm system prior to each closed period and shall immediately report to DEALER any claimed inadequacy in or failure of the system. CLIENT shall perform a daily walk test of any motion detection equipment used on the premises.
- 6.7 CLIENT shall permit DEALER access to the premises for any reason arising out of or in connection with DEALER's rights or obligations under this Agreement.
- 6.8 Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of DEALER, any repairs or replacement shall be paid for by CLIENT (ordinary wear and tear excepted in the case of a DEALER-owned system). This agreement does not cover burial cable, overhead cable, or conduit. Any equipment located at a height above 25 feet, will be subject to a lift rental charge to the client to service covered equipment.
- 6.9 Any claim by CLIENT of improper installation or a defect in the system shall be made in writing to DEALER within thirty (30) days of installation completion.
- 6.10 CLIENT represents and warrants that CLIENT is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. CLIENT shall indemnify and hold DEALER harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from DEALER's inability to recover DEALER owned system components when CLIENT moves out of the premises.
- 6.11 For those premises where closed circuit television (CCTV) equipment is provided, CLIENT will provide adequate illumination where required for the proper operation of the CCTV cameras and will provide 110 AC power outlets where required as well as rack or desk space for monitors and associated equipment. Client will not be without use of its supported system for a period not to exceed 96 hours. In the event that any covered device is not functioning, Maxitrol will come to the Client's premises and repair or replace the defective component **within 96 hours of notification** at no charge to the Client. **Replacement of any failed device covered under this agreement with the same model, or better, at no charge.** Maxitrol will provide loaner equipment at no charge for any failed device while Maxitrol is in possession of Client's equipment during repair. Replacement or repair of Client equipment is performed at the discretion of Maxitrol. There will be no charge for loaner equipment or repairs to Client equipment covered under this agreement.
- 6.11(a) Hardware and Software Updates – All manufacturer software updates and enhancements are covered by this agreement. Maxitrol is held harmless from any damage that may occur to any part of the client's network hardware, software, or data as a result of Maxitrol installing, servicing, or updating any of the client hardware or software. After 48 months of use, if any component of the Maxitrol provided Digital Recorder (DR) hardware is not effectively able to operate the DR software and/or current Window's OS due to an insufficient CPU or system memory resources, Maxitrol will replace the entire DR or upgrade the necessary system component(s) at no charge to the client. This replacement/upgrade is done solely at the discretion of Maxitrol. This upgrade **does not** apply to additional hard drive storage for recorded video. Client is responsible for providing virus protection and firewall software with the ability to restrict internet access to the DR.
- 6.12 It is mutually agreed that the CLIENT assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at CLIENT's premises.
- 6.13 CLIENT represents that, except to the extent it has given DEALER written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by CLIENT) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond DEALER's reasonable control and DEALER shall not start or continue to perform its work under the contract until CLIENT has remedied the unsafe or unlawful condition at CLIENT's sole expense. CLIENT shall indemnify and hold DEALER and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not CLIENT disclosed such materials to DEALER).
7. **FURTHER OBLIGATIONS OF DEALER; LIMITATIONS**
- 7.1 DEALER shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of DEALER, including interruptions in service for telephone or internet communications. DEALER will not be required to perform installation or supply service to CLIENT while any such cause shall continue.
- 7.2 If CLIENT has subscribed to monitoring service, the System will be connected to DEALER's monitoring facility (the "Center"). Upon receipt of A video signal indicating an unauthorized entry into Client's premises, Dealer will use reasonable efforts to identify the sound or image, and when warranted, transmit notice of said signal as directed in writing by Client or to the public police department, if allowed by ordinance, or private agency as applicable. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non -emergency or supervisory signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm before notifying emergency personnel. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. DEALER and CLIENT are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. DEALER may discontinue or change any particular response service due to governmental or insurance requirements by giving CLIENT written notice. CLIENT consents to the tape recording of all telephonic communications between CLIENT's premises and DEALER, and will inform its employees that such recordings are authorized. If CLIENT's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, CLIENT agrees to subscribe to such service if provided by DEALER, or otherwise comply with such requirements, and an additional fee may apply for such services. If DEALER provides hosted managed access control, upon receipt of notice from Client requesting a modification to the DEALER hosted managed access control account base to

modify Client's database, DEALER will, as requested, perform the necessary programming actions, and confirm with CLIENT that the requested changes have been implemented.

- 7.3 If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7.2 above.
- 7.4 CLIENT understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the DEALER's monitoring center, there may be times when that communication method is not able to transmit signals and DEALER will not receive alarm signals. Digital communicators use standard telephone lines and DEALER does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. CLIENT understands that DEALER offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Protection have been chosen by CLIENT after considering and balancing the levels of protection afforded by various communication methods and the related costs. CLIENT acknowledges and agrees that CLIENT is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond DEALER's control and are maintained and serviced, solely by the applicable carrier or provider. CLIENT agrees to reimburse DEALER for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. CLIENT agrees to notify DEALER if CLIENT has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- 7.5 DEALER shall not be responsible for the replacement of equipment or parts no longer commercially available to DEALER.

8. TITLE TO EQUIPMENT; PROPRIETARY PROTECTION

- 8.1 Any DEALER-owned equipment installed on the CLIENT's premises shall at all times remain solely the property of DEALER, or its assignee and CLIENT agrees not to permit the attachment thereto of any equipment not furnished by DEALER. If CLIENT purchases equipment, CLIENT agrees that DEALER retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that DEALER may remove or abandon all DEALER-owned equipment, including all wiring installed by DEALER, in whole or in part, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of DEALER, or its assignee, to collect any charges which have accrued hereunder.
- 8.2 Any computer application program and/or documentation, collectively referred to as "Software", that is provided by DEALER under this agreement, is owned by DEALER, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the CLIENT's right to use this Software, and the CLIENT is obligated to immediately return such Software to DEALER. CLIENT may not copy the Software for any reason other than per the dictates of any end user software license agreement. CLIENT may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. CLIENT acknowledges that any breach of this section shall result in irreparable injury to DEALER for which the amount of damages would be unascertainable. Therefore, DEALER may, in addition to pursuing any and all remedies provided by law, obtain an injunction against CLIENT from any court having jurisdiction, restraining any violation of this section.

9. TERMINATION

- 9.1 DEALER may terminate this Agreement immediately upon written notice:
- In the event CLIENT defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. CLIENT shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting CLIENT's account; or
 - In the event the Center, the communication lines, wires or DEALER's equipment within CLIENT's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to CLIENT's premises; or
 - As provided in the Terms, Renewal and Expiration section.
- 9.2 CLIENT may terminate the Agreement:
- Immediately upon written notice, in the event CLIENT's premises are, by any cause beyond the control of the CLIENT, destroyed or so substantially damaged that it is commercially impractical for CLIENT to continue any operations at such premises; provided that if the CLIENT is using DEALER-owned equipment, the CLIENT must pay DEALER all payments remaining to be made under this Agreement through its scheduled expiration; or
 - As provided in the Terms, Renewal and Expiration section.
- 9.3 Upon termination of this Agreement, CLIENT shall permit DEALER access to CLIENT's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.

10. ASSIGNMENT

This Agreement is not assignable by the CLIENT except upon written consent of DEALER first being obtained. DEALER shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the CLIENT.

11. INSURANCE AND WAIVER OF SUBROGATION

CLIENT shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by CLIENT in connection with, the services provided by DEALER. For all losses, damage or injury above the limits set forth in paragraph 4.2, CLIENT shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against DEALER. CLIENT agrees to obtain insurance permitting said waiver without invalidating coverage. CLIENT does hereby for itself and other parties claiming under it, release and discharge DEALER from and against all claims arising from hazards covered by CLIENT insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against DEALER.

12. **TRIAL BY JURY**

UNLESS PROHIBITED BY LAW, BOTH PARTIES TO THIS AGREEMENT, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT.

13. **ENTIRE AGREEMENT; DOCUMENT RETENTION**

The entire and only agreement between CLIENT and DEALER 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 both parties. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY A SALES AGENT. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by CLIENT. 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. CLIENT agrees that DEALER may save and store all contracts and other documents executed by CLIENT in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by DEALER as originals and shall be given the same force and effect as the paper-form originals.

MAXITROL DEALER

CLIENT

| | |
|---|--------------------------------|
| <i>Signature:</i> _____ | <i>Client Signature:</i> _____ |
| <i>Print Name:</i> Sherri Wright | <i>Print Name:</i> _____ |
| <i>Dealer:</i> Maxitrol of Evansville | <i>Title:</i> _____ |
| <i>Address:</i> 208 Northwest Third St. | <i>Date:</i> _____ |
| <i>City, State, Zip:</i> Evansville, IN 47708 | |
| <i>License#:</i> _____ | |
| <i>Phone:</i> (812) 422-1210 | |

| | |
|---|--------------------|
| _____ | _____ |
| <i>DEALER SIGNATURE (Management Approval)</i> | <i>Date Signed</i> |

THIS AGREEMENT WILL NOT BE BINDING UPON DEALER UNTIL EITHER (i) SIGNED BY ONE OF ITS MANAGERS OR (ii) DEALER STARTS THE INSTALLATION OR SERVICE. IN THE EVENT OF NON-APPROVAL, DEALER'S ONLY LIABILITY SHALL BE TO REFUND THE AMOUNT PAID BY CLIENT UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY DEALER'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. CLIENT FURTHER ACKNOWLEDGES THAT DEALER IS A MAXITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

THE CITY OR COUNTY IN WHICH THE PREMISES IS LOCATED MAY REQUIRE THAT CLIENT OBTAIN A PERMIT FOR THE USE AND MONITORING OF AN ALARM SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE ALARM SYSTEM HAVE BEEN OBTAINED, AND THEREFORE DEALER MAY NOT BEGIN MONITORING UNTIL CLIENT HAS OBTAINED AT CLIENT'S EXPENSE ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED DEALER WITH THE LICENSE OR PERMIT NUMBER.



Schedule of Services

| | |
|--|---------------------------|
| Customer Name: <u>Gibson South School Corp</u> | Agreement#: <u>E 8538</u> |
|--|---------------------------|

The monthly fee includes the following:

| BURGLARY | ACCESS | CCTV | FIRE |
|--|--|--|---|
| <input type="checkbox"/> Monitoring | <input type="checkbox"/> CS Management | <input checked="" type="checkbox"/> Monitoring | <input type="checkbox"/> Monitoring |
| <input type="checkbox"/> Parts & Labor Included* | <input type="checkbox"/> Parts & Labor Included* | <input checked="" type="checkbox"/> Parts & Labor Included* | <input type="checkbox"/> Test & Inspection |
| <input type="checkbox"/> Time & Material | <input type="checkbox"/> Time & Material | <input type="checkbox"/> Time & Material | <input type="checkbox"/> Annual <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Hold-up/Panic | <input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Other: <u>Sonavision</u> | <input type="checkbox"/> Parts & Labor included* |
| <input type="checkbox"/> Other: _____ | | | <input type="checkbox"/> Other: _____ |

Communication Method

Primary: Telephone IP Cellular Radio Other **Secondary:** Telephone IP Cellular Radio None

*Service Parts & Labor Coverage

1. Service calls generated as a result of component failure will be repaired or replaced without charge.
2. Service calls generated as a result of installation procedure or workmanship will be repaired without charge.
3. Service calls generated as a result of wiring failure, where wiring has not been cut or otherwise damaged, will be repaired or replaced without charge.

Not included in the monthly fee:

1. Service calls generated as a result of user operation error will be billed at prevailing rates.
2. Service calls generated as a result of damage caused by outside forces (contractors, remodeling, noise generated machinery or devices) will be billed at prevailing rates.
3. Service calls generated as a result of damages caused by Mother Nature, explosions, riots, vandalism, structural collapse, or any incident covered by adequate insurance, will be billed at prevailing rates.
4. System improvements, upgrades, additions of functions or coverage will be billed following a proposal and the appropriate approvals.
5. Repair or replacement service (other than diagnostic service) on auxiliary components not installed by Maxitrol will be billed at prevailing rates.
6. Heat detectors, smoke detectors, control panel batteries and batteries in wireless devices are serviced at no charge for five (5) years from date of installation. After five (5) years, service cost will be for parts only, no charge for labor.

Other: _____

| | |
|---------------------------|-------------|
| Customer Signature: _____ | Date: _____ |
| Dealer Signature: _____ | Date: _____ |

MAXITROL SECURITY SYSTEMS

Sonitrol of Evansville
208 Northwest Third St.
Evansville IN 47708
Telephone (800) 444-1191
(812) 467-7236 Fax

Deposit Invoice

Date:
Agreement Number: E 8538

Customer: Gibson South School Corp

Address: 3321 W 805
Fort Branch IN 47648

Credit Card: Visa Discover American Express MasterCard

Name: _____

Card Number: _____

Expiration: _____

CVV: _____

Method of Payment for: Deposit Installation Recurring Service All

Electronic Funds Transfer (EFT): Checking Account Savings Account

Name: _____

Routing Number: _____

Account Number: _____

Method of Payment for: Deposit Installation Recurring Service All

Check: Check Number for Deposit: _____

Method of Payment for: Deposit Installation Recurring Service All

Amount Remitted \$ 0.00 _____

Please cut along the dotted line and return with your payment.

| Invoice Date | Terms | P.O. Number |
|--------------|--------------|-------------|
| | Upon Receipt | |
| Description | | Amount |

Customer Deposit- Agreement Number: E 8538

\$ 0.00

MAXITROL SECURITY SYSTEMS

208 N.W. Third Street
Evansville, IN 47708-1234
Telephone (800) 444-119
(812) 467-7236 Fax1

Financial Information Contact:
812-253-9464
fsendelweck@sonitrolev.com
Thank you.

