

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PRSBRF08029
 PAGE 1 OF 7

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 08/01/2008 4. ORDER NUMBER DTMA4P08093 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE 00094
 DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905
 TEL: (415) 744-2924 ext.
 FAX: (415) 744-2576 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 47094
 Suisun Bay Reserve Fleet, Maritime Administration
 2595 Lake Herman Road, P.O. Box 318
 Benicia, CA 94510
Attn: Esther Harris

16. ADMINISTERED BY CODE 00094
 DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE
 STANLEY SECURITY SOLUTIONS INC
 6161 E 75TH ST
 INDIANAPOLIS, IN 46250-2701
 TELEPHONE NO.(317) 849-2250 ext. 6338

18a. PAYMENT WILL BE MADE BY CODE
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
 OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA - 2008 - 70x - 4303000 - 70 - 0861 - 72 - 76NDA0 - 9 - 72 - 76NDA0 - 0 - - 25305 - 0861 - 0000 - 00 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 18,959.70

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. Quote 250 OFFER
 DATED 08/06/2008. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print)
 Debra K. Velmere

30c. DATE SIGNED
 09/02/2008

31b. NAME OF CONTRACTING OFFICER (Type or print)
 Debra K. Velmere

31c. DATE SIGNED
 09/02/2008

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA4P08093	Title Key Systems Maintenance Servc	Page 3 of 7
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Total Funding: \$6,319.90

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	70x	4303000	70	0861	72	76NDA0	9	72	76NDA0	0	
Division	Closed FYs		Cancelled Fund								
25305	0861	0000	00								

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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<i>Security System Maintenance Agreement PRSBRF08029</i>						
0001	BASE YEAR - Key Systems Maintenance Service Agreement	(08/01/2008 to 07/31/2011)	1.00		\$6,319.900	\$ 6,319.90
Full maintenance agreement for our current key systems equipment (parts, labor and software upgrades): \$18,959.70						
Term of contract agreement is for 3 years beginning 08/01/2008; however year 2 and 3 are subject to the availability of funds.						
See attached service agreement						
Ref Req No: PRSBRF08029						
0002	OPTIONAL Second Year	(08/01/2009 to 07/31/2010)	1.00	JOB	\$6,319.900	\$ 6,319.90
In accordance with terms and conditions attached.						
0003	OPTIONAL Third Year	(08/01/2010 to 07/31/2011)	1.00	JOB	\$6,319.900	\$ 6,319.90
In accordance with terms and conditions attached.						
Total Cost:						\$18,959.70

Contract Level Funding Summary	Document Number	Title	Page
	DTMA4P08093	Key Systems Maintenance Servic	4 of 7

- 2008 - 70x - 4303000 - 70 - 0861 - 72 - 76NDA0 - 9 - 72 - 76NDA0 - 0 - - 25305 - 0861 - 0000 - 00

\$6,319.90

Reference Requisition: PRSBRF08029

Total Funding: \$6,319.90

Address Detail**Title**

Key Systems Maintenance Servic

Document Number

DTMA4P08093

Page

5 of 7

Shipping Addresses

Code	Detail
0001	Org: Suisun Bay Reserve Fleet, Maritime Administration Addr: 2595 Lake Herman Road, P.O. Box 318 Benicia CA 94510 Attn: Esther Harris, COTR Phone: (707) 745-0487 ext. Fax: () - ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P WR Invoices Branch, AMZ-150 PO B Oklahoma City OK 73125 Attn: Susan Wong, FCO Phone: (415) 744-2574 ext. Fax: () - ext.	0002	Org: DOT/Maritime Administration, WR Finance Addr: 201 Mission St Ste 2200 San Francisco CA 94105 Attn: Eddie T. Fong, Staff Accounting Phone: (415) 744-2572 ext. Fax: (415) 744-2576 ext.

	Document No. DTMA4P08093	Document Title Key Systems Maintenance Servic	Page 6 of 7
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TABLE OF CONTENTS

SECTION I -- Contract Clauses	7
I.1 Availability of Funds for the Next Fiscal Year	7

	Document No. DTMA4P08093	Document Title Key Systems Maintenance Servic	Page 7 of 7
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SECTION I -- CONTRACT CLAUSES

I.1 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond 7/31/2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 7/31/2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.



SECURITY PRODUCTS MAINTENANCE SERVICE AGREEMENT

Stanley Security Solutions, Inc. (hereinafter referred to as SSS) agrees to provide to the undersigned (hereinafter referred to as the customer), the service specified, subject to the terms and conditions shown below and on the reverse hereof in connection with the products described below, (hereinafter called products):

Quote ID: 250 Notes:

Full Maintenance Agreement (parts, labor and software upgrade): \$18,959.70

X Stanley will install any updated software releases at customers location and provide up to 1 hour of training for new feature sets. Stanley will also provide labor and materials to repair or replace malfunctioning components in the "Schedule of Covered Equipment" attachment which prove to be defective material or workmanship during the term of this agreement. Such defects shall be repaired or replaced at the sole discretion of SSS. This service will be provided Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding SSS Holidays unless otherwise noted.

The term of this contract shall be 36 months, beginning 08/01/2008.

Customer shall pay SSS the sum of \$18,959.70 as follows:

(check applicable payment term)

- Check herewith in full. Check number
On account, payable upon receipt of invoice within 30 days
X \$6,319.90 Annually for three (3) years, payable upon receipt of invoice within 30 days

Stanley Security Solutions, Inc.

SUISUN BAY RESERVE FLEET
(Customer)
2595 LAKE HERMAN ROAD, PO BOX 318
BENICIA, CA 94510
(Address)

By
Weber, Kevin
(Printed or Typed Name)
General Manger Martinez, Donna
Title

By
Esther Harris
(Printed or Typed Name)
Title

Customer Acceptance
I understand that I am extending the original
Manufacturer's warranty as stated in the terms
above.

Esther Harris 8/6/08
Date

Customer Declines
I understand that I am declining software
upgrades, parts and labor warranty. I will only
have the original manufacturer's warranty.

Date

Branch Information:
47225 Fremont Blvd
Fremont, CA 94538-6502
(P) 800-923-7855
(F) 510-360-9638

Customer Initials ZH

TERMS & CONDITIONS

Except to the extent Stanley Security Solutions, Inc. ("SSS") is performing under an existing, in-force warranty or service agreement between SSS and Customer, these terms supersede any terms that may otherwise be a part of Customer's order, including the specific rejection of any terms and conditions pursuant to Customer's purchase order.

1. **ACCEPTANCE OF ORDERS.** Execution of this Service Ticket (hereinafter "Agreement") in accordance with the terms of acceptance herein shall constitute a binding Agreement between Customer and SSS. SSS's acceptance of orders is expressly made conditional on Customer's assent to these terms unless otherwise agreed to in writing and signed by SSS. Customer shall be deemed to have assented to these terms without reservation by its failure to give written notice expressly rejecting specific paragraphs of these terms or by its acceptance or payment for merchandise or services delivered pursuant to this order.
2. **LOCATION OF SERVICE.** Service shall be provided at the locations and for the products set forth in this agreement. All service will be provided by the technician and the service shop designated by SSS.
3. **STANDARD WARRANTY.** Stanley Security Solutions (SSS) warrants that equipment manufactured by SSS shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment or, if said equipment was installed by SSS, for a period of ninety (90) days from its installation. SSS warrants that for equipment furnished and/or installed but not manufactured by SSS, SSS will extend the same warranty terms and conditions which SSS receives from the manufacturer of said equipment. For equipment installed by SSS, if Purchaser provides written notice to SSS of any such defect within thirty (30) days after the appearance or discovery of such defect, SSS shall, at its sole option, repair or replace the defective equipment. For equipment not installed by SSS, if Purchaser returns the defective equipment to SSS within thirty (30) days after appearance or discovery of such defect, SSS shall, at its sole option, repair or replace the defective equipment and return said equipment to the Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by SSS shall be borne by Purchaser.
4. **LIMITS OF STANDARD WARRANTY AND EXTENDED SERVICES.** SSS shall have no responsibility under this Agreement for damage, malfunctions or failures to materials and/or equipment attributable to unauthorized repairs, modifications, misuse, accidents, vandalism, catastrophes, neglect, Customer negligence, performance issues relating to the use of Customer's data networks, software or hardware products not supplied by SSS, power supplied in excess of rated tolerance, or any other cause not controllable by SSS other than ordinary wear and tear. SSS expressly disclaims any warranty on components purchased from it used in conjunction with components purchased from another manufacturer. Customer's exclusive remedy for SSS's breach of its warranty obligations under this Agreement shall be the repair or replacement, at Seller's option, of any defects in the equipment provided. Customer further acknowledges that, with respect to the services performed by SSS hereunder, all warranties, express or implied, including the warranties of merchantability or fitness of particular purpose are hereby expressly disclaimed.
5. **PRICES.** Prices quoted are in United States Dollars and are subject to change without notice. Any tax imposed by any governmental authority on the sale of goods or services referred to in this Agreement shall be paid by Customer in addition to the selling price specified by SSS. Any such taxes in effect at the time of shipment will be billed and will be due and payable upon receipt of shipment. Taxes relating to a sale from which Customer is exempt will not be included, provided Customer furnishes properly executed tax exemption certificates to SSS. Customer's failure to furnish proof sufficient to support its claim of exemption from taxes shall render Customer liable to reimburse SSS for any such tax paid.
6. **DELIVERY AND RISK OF LOSS.** All domestic shipments shall be delivered via F.O.B. shipping point ("Delivery"). All shipping charges will be pre-paid by SSS and added to Customer's invoice unless other arrangements are made. In the absence of special instructions, the method of shipment will be determined by SSS and Customer acknowledges that SSS's compliance with special shipping instructions may result in additional costs to Customer. Unless directed otherwise by Customer, full invoice value will be declared for deliveries by railway express, air express, and air -freight, and minimum insurance will be provided on parcel post shipments. No insurance will be provided by SSS on rail freight or motor freight shipments. Except in the case of conditional or C.O.D. sales, risk of loss shall pass upon Delivery of the material to the carrier. SSS delivery quotations represent its best estimate on the basis of current schedules and are subject to change at the discretion of SSS. If for any reason SSS stores the equipment on its premises for the benefit of Customer due to Customer's failure to accept Delivery or the failure of Customer to adequately specify alternate Delivery instructions, Customer agrees that: 1) the cost of storage and any insurance in respect of the equipment until actual receipt by Customer or other disposal shall be borne by Customer; and 2) if Customer's failure to accept Delivery continues for more than ten (10) days, Customer shall be deemed in default of this Agreement and SSS may terminate this Agreement in accordance with Section 7 herein.
7. **TERMS OF PAYMENT.** Customer agrees to pay SSS for the services rendered hereunder at SSS's prevailing rates for labor and materials by check or credit card at the time services are provided unless SSS agrees to invoice Customer for the services. In that event, payment shall be due within thirty (30) calendar days after date of the invoice. SSS reserves the right to impose a late payment charge of one and one-half percent (1 1/2%) per month, but not in excess of the lawful maximum, on any past due balance in the event Customer shall fail to pay any charges within fifteen (15) days after same are due. Customer shall be responsible for the reimbursement to SSS for any and all attorneys' fees resulting from any collection action of such overdue payment. Notwithstanding the above, Seller may require submission of the full purchase order whenever, for any reason, it has doubts as to Customer's financial responsibility. In the event that any portion of a due payment is disputed, Customer agrees to pay the balance not the subject of said dispute in accordance with the terms of the invoice.
8. **DEFAULT.** Failure of Customer to make payments or to perform any other condition of this Agreement shall constitute breach of the affected Order(s) placed hereunder ("Default"). In case of breach, SSS may cancel the Defaulted Order(s) with notice, declare the entire amount of the unpaid commitment and any other charges immediately due and payable, and use all available remedies at law or in equity to take possession and remove equipment with all costs, including attorneys' fees, to be borne by Customer. SSS's right to recover possession of the equipment (including Software) is in addition to all available remedies at law or in equity.
9. **TITLE OF OWNERSHIP AND PROPRIETARY PROTECTION.** SSS retains title of ownership for the equipment until Customer has fulfilled all obligations as set forth in this Agreement. Customer assumes full responsibility for loss or damage to SSS equipment residing on Customer's premises until such time as equipment is paid for in full according to the terms of this Agreement. Any computer application programs and documentation, collectively referred to as the "Software", provided by SSS under this Agreement are owned by SSS or one of its OEMs and is protected by United States and international copyright laws as well as international treaty provisions. Except under the exceptions outlined in this section, Customer must treat such Software as it would any other copyrighted material. Any violation of this Agreement or any End User License Agreement will automatically terminate Customer's right to use this Software and Customer is obligated to immediately return such Software to SSS. Customer may not copy the documentation for any reason other than the operation of their legally licensed Software as per the restrictions contained in any End User License Agreement. Customer may not reverse-engineer, disassemble, decompile, or attempt to discover the source code of the Software. Customer further acknowledges that any breach of this section shall result in irreparable injury to SSS for which the amount of damages would be unascertainable. SSS may, therefore, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.
10. **CHANGE ORDERS, CANCELLATIONS OR AMENDMENTS.** Customer-proposed changes to or cancellation of any Order or this Agreement shall be subject to acceptance by SSS in accordance with paragraph 1 above. However, said changes shall not be binding unless: 1) prior agreement is reached regarding the effects of said change; 2) agreement as to reasonable charges resulting there from is attained; and 3) written modification of the Agreement is executed by both parties. Customer may terminate this Agreement in whole or in part for its convenience upon written notice to SSS, in which event SSS will be entitled to reasonable termination charges, consisting of a percentage of the Agreement price reflecting the percentage of the work performed prior to termination and reasonable overhead and profit on that work, plus actual direct costs resulting from termination. Services performed by SSS under this Agreement or a service ticket may amend or modify a said service Agreement.
11. **EXCLUSIONS.** Preventative maintenance of the products described hereunder is not covered by this Agreement unless specified in the applicable Preventative Maintenance Rider. Unless damaged by a component failure, the refinishing or replacement of any products or component parts due to product finish defects, rusting or other product appearance defects is only covered under this Agreement to the extent outlined in the original manufacturer's warranty. Services required due to faulty or inadequate computer systems provided by the customer (including, but not limited to, ID badge printer maintenance, repair or services) are also excluded unless specifically included by this Agreement's Scope of Work. Furthermore, Customer acknowledges that the services to be provided by SSS pursuant to this Agreement do not include the repair of damage and/or increases in service time caused by the following: 1) failure of Customer to provide a continually suitable installation environment prescribed by SSS including, but not limited to, adequate electrical power, air conditioning, humidity control or any such other special requirements noted on any Addendum attached hereto; 2) any use of the equipment other than for which it was designed; 3) Customer's use of unauthorized supplies or equipment; 4) repairs or alterations to the System performed by unauthorized individuals; 5) accidents or disasters including, but not limited to, fire, flood, earthquake, water, wind, lightning and other acts of God beyond SSS's control and without fault or negligence; 6) transportation of the equipment, 7) vandalism, neglect or misuse of the equipment; 8) any deviation from SSS's physical, mechanical or electrical machine design, including any attachments (defined as the mechanical, electrical or electronic interconnection to non -SSS equipment and devices not supplied by SSS); 9) electrical work external to equipment or accessories furnished by SSS; 10) repairs to Customer's cabinets, racks, antenna and its associated apparatuses. Customer further acknowledges that the following are also excluded: a) hardware and/or finish including, but not limited to electric and non-electric -operated lock hardware finishes; and b) the elimination of interference in the reception area of picture, sound, or data, if such interference is present. The replacement of products or component parts whose failure is attributable to a defective component not included in this Agreement is expressly excluded.
12. **THIRD PARTY INDEMNIFICATION.** To the fullest extent permitted by law, Customer shall indemnify and hold harmless SSS, SSS's affiliated companies, and their respective officers, agents, and employees from and against claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the products provided or SSS's performance of the services, provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity hereunder.

13. **PATENT INDEMNITY.** SSS will defend at its expense any action brought against Customer asserting that SSS's equipment per se as delivered infringes a U.S. patent, copyright or trade secret and SSS will pay costs in monetary damages finally awarded against Customer in any such non-appealable Court decision. Such defense and liability is conditioned on and limited by (a) SSS being notified promptly in writing by Customer of any such action; (b) SSS having sole control of the defense and all negotiations for settlement of such action; and (c) the damage award liability does not exceed the purchase price stated on the face of the order for such SSS equipment. Should such equipment, in SSS's sole opinion, be likely to become the subject of a claim of infringement or the use thereof become restricted by a final non-appealable Court-awarded injunction, Customer shall permit SSS at SSS's option and expense, either: (1) to procure for Customer the right to continue using such equipment; (2) to replace or modify same so it is free from infringement or injunction; or (3) to recover same from Customer, in which latter case, the only rights and liabilities between SSS and Customer are that: (i) the sale shall be void as to the equipment on the date of recovery; and (ii) SSS shall reimburse the purchase price and transportation costs paid by Customer for the equipment recovered.

14. **LIMITATION OF LIABILITY.** Customer understands and agrees that SSS is not an insurer, nor is this document or the services rendered by SSS hereunder intended to be an insurance policy or substitute for an insurance policy. Insurance, if any, will be obtained by Customer. Charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others. SSS shall not be liable for special or consequential damages of any nature under this Agreement. Therefore, Customer agrees that SSS shall not be liable for loss or damage due directly or indirectly to any occurrence, or consequences there from, which the service is designed to detect or avert. Given the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from SSS's active or passive negligence, from a failure on the part of SSS to perform any of its obligations hereunder, or the failure of the equipment to operate properly. If SSS should be found liable for loss or damage due to a failure on the part of SSS or the equipment in any respect, such liability shall be exclusively limited to an amount equal to the total charges for the services rendered hereunder, as set forth in this Agreement, or the amount of \$10,000, whichever is less. The provisions of this paragraph shall apply in the event of loss or damage, whether direct or indirect and irrespective of cause or origin, to persons or property from the performance or the non-performance of the obligations set forth by the terms hereof or from the active or passive negligence of SSS, its agents or employees. In the event that customer desires SSS to assume greater liability for the performance of its services hereunder, Customer is provided the option of obtaining full or limited liability by paying SSS an additional amount proportional to the amount of the liability it desires SSS to assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of SSS and the related additional charge.

15. **TRANSFER AND ASSIGNMENT.** This service contract is transferable by Customer only with the written consent of SSS, which will be provided after the satisfactory completion of security survey of the Products by SSS. Requests for transfer must be made in writing and will not be effective until the written agreement is returned. Only the balance of the service contract's time period is transferable and does not imply an automatic renewal at contract termination. The terms and conditions of this service contract cannot be modified in any way except by an express agreement in writing between the Customer and SSS.

16. **NO WAIVER OF BREACH.** SSS's failure to waive any breach by Customer shall not be construed as a waiver of any subsequent breach unless specifically waived by SSS in writing. SSS's rights hereunder shall be cumulative and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

17. **VALID AGREEMENT.** Should any provision hereof (or portion thereof) or its application to any circumstances be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of said provision and this Agreement (or of said provision as applied to any other circumstances) shall not be affected thereby and shall remain in full force and effect as valid, binding and continuing. All changes or amendments to this Agreement must be in writing and signed by both parties to be binding.

18. **WIVERS OF SUBROGATION.** SSS and Customer waive all subrogation rights against each other (and any of their respective representatives, agents and employees) from damages caused by fire or other perils to the extent said damage is covered by property insurance provided by Customer or other property insurance applicable to this Agreement, except for those rights they may have to the proceeds of such insurance held by Customer as fiduciary.

19. **DELAYS AND FORCE MAJEURE.** While SSS will exercise every reasonable care to meet the expected project timeline or dates shown on the face hereof, SSS shall not incur any liability (consequential or other) for loss or damage due to delays or failure to deliver resulting from any cause. Such causes include (without limiting the generality) acts of God or the public enemy; laws, regulations and actions of the government of the United States or any state or territory of the United States or their political subdivisions; acts, omissions or failure to act of Customer, its agents or employees; fires; strikes; floods; unusually severe weather conditions; disputes with workmen; embargoes; wars; engineering delays or inability of SSS or its vendors to secure adequate materials, manufacturing facilities or labor on schedule. Any such cause shall extend time of performance and delivery dates to the extent of the delay so incurred. SSS reserves the right to allocate its inventories and current production without liability as it sees fit when, in the opinion of SSS, Government regulations or other causes make such action necessary. SSS will notify Customer in writing, of any anticipated delays and the estimated length of those delays. Customer may cancel the Agreement, within five (5) days of said notice, if the delay is to exceed thirty (30) days, provided SSS will be entitled to reasonable termination charges, consisting of a percentage of the Agreement price reflecting the percentage of the work performed prior to termination and reasonable overhead and profit on that work, plus actual direct costs resulting from termination.

20. **TRIAL BY JURY.** 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.

21. **APPLICABLE LAWS.** This Agreement is made and entered into in the State of Indiana, United States of America, and shall be interpreted, enforced and governed under the laws of Indiana, without regard to the conflict of laws. Any action regarding this Agreement or otherwise brought against SSS by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries and/or executors shall be maintained in a court in Marion County, Indiana. If the claim could be brought in federal court, the action shall be maintained in the United States District Court for the Southern District of Indiana, Indianapolis Division.

22. **CUSTOMER'S DUTIES AND RESPONSIBILITIES.** Customer is responsible to provide, among other items as specified elsewhere in this Agreement: 1) permanent and dedicated electrical power for the proper operation of the equipment through Customer's own electrical power system; 2) uninterrupted access to the site during normal business hours or whenever SSS may reasonably require it for the installation or repair of the System; 3) proper mounting foundations for the equipment; 4) satisfactory environmental conditions for the equipment; 5) labor and equipment necessary to establish and maintain connection of the System to Customer's telephone and/or computer network.

23. **ENVIRONMENTAL CONSIDERATIONS.** Customer acknowledges and agrees that any duty or obligation of SSS or its Representatives under this Agreement, at law or in equity, is subject to and conditioned upon, among other things, the Facilities not containing or being affected in any manner whatsoever by any public or private nuisance, hazardous or dangerous activity or substance (herein inclusively called "Environmental Considerations"), or the violation of any applicable local, State, or Federal statute, ordinance, rule, regulation, or court order arising out of or in connection with an Environmental Consideration. In the event the Facilities contain or are affected by an Environmental Consideration, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SSS for increased costs to SSS as it relates to the performance of this Agreement.

24. **TERM OF AGREEMENT** - This Agreement shall continue for the period indicated in this Agreement. At the expiration of said initial term, this Agreement shall renew under the same terms and conditions for successive one (1) year periods unless either party gives to the other at least thirty days prior written notice of its intention to terminate this Agreement upon its original or any renewed expiration date. For any renewal periods under this Agreement, the Contract Price shall reflect the age of the product covered and SSS's current service cost at time of renewal.

25. **TERMINATION.** Outside of the terms of Section 24 above, Customer may cancel this Agreement at any time for any reason with thirty (30) days' prior written notice. Customer's notice must be in writing and be accompanied by its original Service Contract document. Mail notice of cancellation to Stanley Security Solutions, Inc., 6161 East 75th Street, Indianapolis, IN 46250. If Customer's written notice of cancellation is received prior to the expiration date, SSS will refund to Customer the unearned pro rata net price paid by Customer less a handling fee equal to 15% of the initial cost of the current contract plus the full cost of preventative maintenance already performed. This contract will not be cancelled by SSS except for non-payment by Customer.

26. **INCREASE IN CHARGES.** SSS shall have the right to increase charges for the Planned Maintenance Agreement provided under this Agreement, if any, upon giving Customer written notice sixty (60) days in advance of the effective date of such change in charges. If Customer is unwilling to pay any revised charge, Customer must notify SSS in writing thirty (30) days prior to the otherwise effective date of said increased charges that this Agreement will be terminated on said effective date. Not doing so will result in the conclusive presumption that Customer has agreed to such increase. In the event that Customer objects to such increase, SSS may elect to 1) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or 2) terminate the Agreement upon fifteen (15) days advance written notice to Customer.

27. **INITIAL EQUIPMENT INSPECTION.** SSS will inspect the covered equipment within forty-five (45) days of the starting date of the Agreement and will advise Customer of any covered equipment not in working order or in need of repair. With Customer's approval, SSS will commence returning said covered equipment to proper working order at SSS's prevailing labor and material rates. If Customer informs SSS that it has elected to not have SSS to perform the work or not have the work performed at all, said Equipment will be removed from SSS's list of Covered Equipment and the Agreement price will be adjusted accordingly.

28. **RELOCATION OF SYSTEM.** SSS may discontinue or decline service(s) under this Agreement if the System, or any portion thereof, is sold or relocated to a different location other than the Facilities listed above.

29. **OBSOLETE EQUIPMENT.** Parts and materials furnished hereunder will be drawn from SSS' inventory of new or rebuilt parts or components at the sole discretion of SSS. In the event that repair parts become unavailable due to product obsolescence during the coverage period of this agreement, SSS shall be excused from performance of the services covered under this agreement and shall refund the pro-rated balance of the contract price paid to Customer. In no event shall SSS be liable for any damages as a result of the unavailability of service parts caused by original manufacturers' shipment delays.

30. **ENTIRE AGREEMENT.** This Agreement including all Orders accepted hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof and is a complete and exclusive statement of the terms of this Agreement. No representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign Agreement on behalf of both parties.

31. **STANLEY SECURITY SOLUTIONS' EMPLOYEES.** Customer acknowledges that one of SSS's most valuable assets is its employees. In the event an employee of SSS is hired by Customer at any time during the Term of this Agreement and for a period of one hundred twenty (120) days after the expiration of this Agreement, Customer agrees to compensate SSS in an amount equal to twelve (12) months' salary for said SSS employee. Furthermore, Customer agrees to reimburse SSS for all training costs of said SSS employee incurred by SSS for the three (3) years prior to the date of hire by Customer of said SSS employee.

Customer Initials EA