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**Western Washington**  
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 Phone: 425-988-6500 Fax: 425-988-6501

**Oregon and Southwest Washington**  
 530 NE Couch St. Portland, OR 97232  
 Phone: 503-281-1177 Fax: 503-288-1539

*Quoted To:* Alter LLC  
 Curtis Knapp  
 800 SE 10th Street  
 Portland, OR 97214

*Phone:* 503 234 2210  
*Fax:*  
*Email:* flint@veneermagazine.com

*Quoted By:* Greg Zuffrea  
 503-231-9550  
 gzuffrea@allied-security.com

*Date:* 05/22/14  
*Quote #:* ALLQ28122

Thank you for choosing Allied Fire & Security, Inc. Below is the proposed equipment and pricing, per your request.

**Project Detail**

**ALTER LLC ACCESS CONTROL SYSTEM**

*Scope of Work:*

Installation of access on front door, and new back door that do not have card readers.

this is an addition to the existing amag system.

We are working with three doors total  
 door #1, front door  
 existing door will require card reader, mag lock, appropriate wiring and hardware  
 no door will have dps or rex as per customer

door #2 back door,  
 existing reader at door,  
 customer is replacing door, we will need to core, add locking hardware as per separate order,  
 tie existing door into existing system, add electric lever locking and wiring to new door. new door will be half light metal door

door #3 back door  
 existing door, customer is replacing with half light, metal door  
 add reader, add lever locking and wiring to new door  
 core needs to be cored by us

*Bill of Materials:*

<b>Qty</b>	<b>Description</b>	
2	Symmetry Ethernet Edge Controller	
2	Mini-Proximity Card Reader - Charcoal 2"	
310	CAT5E PLENUM REEL-IN-BOX BLUE JACKET	\$114.70

**Terms and Conditions**

----- ACCESS -----

if power supply of existing system is inadequate for new hardware, change order may need to be submitted to

upgrade power supply

if existing access system is unable to work with new hardware, change order may be required to update/upgrade hardware

#### Services

- " System design and engineering
- " Project submittals
- " Permits at cost not included in price

#### Labor

- " Installation of required wiring
- " Installation / wiring / terminations of devices to controllers
- " Installation / terminations of devices.
- " Testing, Programming\* and Commissioning of Systems.
- " Termination of Readers and programming into the Amag system.

#### INCLUSIONS:

1. Equipment as listed on attached Schedule as selected.
2. General wire changes as necessary to accommodate functionality.
3. Design, Engineer, Installation, Test, Program and Commission Security, Access Control Systems.
4. \*Programming of hardware into the AMAG system.

#### EXCLUSIONS:

1. No overtime or premium shift labor rates, work to be performed M-F (8-5).
2. No patching, painting is included in our proposal.
3. Hidden or unseen conditions.
4. \*Programming by Customer is required to for site associated access levels, time zones, and cardholder database.
5. Computer for Access Software by owner. Must run Windows XP

#### Notes:

1. Troubleshooting of any/all ground faults and open or shorted circuits in wiring installed by others will not be the responsibility of Allied Fire and Security without a change order.
2. Assumes the AutoCAD backgrounds will be provided by architect/engineer at no cost.

Allied Fire and Security will provide and install equipment types and quantities as described.

Allied Fire and Security will warranty new installed items for 12 months.

Allied Fire and Security will provide, configure and install the new software.

\* All work will be performed during normal business hours of 8:00am - 5:00pm Monday through Friday.

\* Allied Fire & Security does not warranty wiring from other companies. If repairs to wiring are needed, Allied may charge for time spent troubleshooting and/or repairing the wiring on a time and materials basis.

\* Any additional materials required to repair or replace any piece of equipment other than those listed will constitute a change order. No additional materials shall be ordered unless approved in writing by the customer.

\* Any door not working properly will need to be repaired before work can proceed. Additional labor and parts will be on a time and materials basis.

\* Applicable permit fees are not included in proposal price and will be added to the final invoice.

\* Customer is required to provide any LAN/WAN network interfaces or connections. Customer also to provide static IP address.

\* Customer to provide 120 VAC to location as specified by Allied Fire & Security.

\* Customer to provide all necessary keys and/or personnel needed to gain access throughout facility.

\* The equipment being replaced may have a larger footprint than the replacement(s). Touch up of paint and/or wall coverings will be the customers responsibility and is not covered under this proposal.

\* The locations for devices are subject to change pending customer request or as necessary for the system to operate properly. Changes and/or modifications to device locations will incur additional charges on a time and

materials basis.

\* Training up to the amount of 2 hours during one session is included. Please have all personnel required for training available at the scheduled time. Any return trips for training are not included and will be an additional charge.

\* Wire installation will be open cabling (not in conduit). If conduit is required it will be installed at an additional cost.

Computer for Access Control by owner.

**Price Summary**

*Prices are valid for 30 days*

*Down Payment: 0 %*

*Terms: 50% DOWN/50% DUE UPON  
COMPLETION*

*Total price for this project = **\$4,549.07***

*Price does not include any applicable sales tax.*

Non-disclosure statement: All material, information, and drawings furnished to augment this proposal are strictly confidential and are intended solely for the above mentioned client in evaluating Allied Fire & Security as a potential vendor. No portion of the supplied material shall be reproduced

## Sales Agreement Terms & Conditions

1. **TAXES AND FEES (Lease):** Lessee shall pay all taxes, license and registration fees, assessments, and any penalties or interest thereon, levied on the leased property, its use, or relating to the Lease, but Lessee shall not be responsible for payment of franchise taxes and taxes computed on the income of Lessor. Lessee shall file all returns required therefore, and furnish copies thereof to Lessor. Lessor will cooperate with Lessee and furnish Lessee with any information available to Lessor in connection with Lessee's obligation under this paragraph
2. **COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF ALLIED:** ALLIED shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software which shall remain the sole personal property of ALLIED and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ALLIED. Communication software is part of the instrument panel programmed to transmit a signal. Passcode to CPU software remains property of ALLIED. Provided Subscriber performs this agreement for the full term thereof, upon termination ALLIED shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code
3. **ALTERATION OF PREMISES FOR INSTALLATION:** ALLIED is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ALLIED's sole discretion for the installation and service of the security system, and ALLIED shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the system under the terms of this agreement.
4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALLIED.
5. **SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALLIED for any fines relating to permits or false alarms. ALLIED shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire or police department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire or police response by the police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ALLIED be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALLIED for such service or material.
6. **LIEN LAW:** ALLIED or any subcontractor engaged by ALLIED to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
7. **BUYER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS:** Buyer agrees not to tamper with, remove or otherwise interfere with the system. The equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALLIED without additional charge. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.
8. **SERVICES:** Allied has designed a system(s) for the Customer whose signature appears below (hereafter, "Customer"). That system is described in the Proposal and Sales Agreement ("Proposal") (number noted above) executed along with this Sales and Service Agreement ("Agreement"). The terms of that Proposal are hereby made a part of this Agreement. Customer's signature indicates that Customer has approved the system as designed and described. Allied shall install, service, and warranty the system as described in the Proposal. **FUTURE PURCHASES WILL BE DONE PURSUANT TO A WRITTEN PURCHASE ORDER. THE TERMS OF THIS SALES AND SERVICE AGREEMENT SHALL**
9. **INSTALLATION CHARGES:** Customer agrees to pay ALLIED, its agents or assigns, the installation charge and, if applicable, the maintenance, monitoring, and/or lease charge, all as listed in the Proposal. Payment is subject to the terms and conditions set out in the Proposal, this Agreement, the Maintenance & Inspection Agreement, and/or the Monitoring Agreement.
10. **INSTALLATION, MAINTENANCE, SERVICE:** Customer hereby authorizes and empowers Allied to perform or cause to be performed the work necessary to fulfill the terms of this agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on Customer's premises. Such work shall be performed in a workmanlike manner in accordance with ALLIED'S standard practices and shall be completed in accordance with a mutually agreed upon schedule (based upon coverage between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays). Service performed outside the Hours of Operation, or as result of the failure of the Customer or its agents to adhere to the manufacturer's requirements, or that is outside the scope of this Agreement, shall be chargeable at ALLIED'S prevailing rates. The obligation of Allied to provide service related to the maintenance of the system pertains solely to the items specified in the Proposal and any attachments thereto. Allied is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or any third party attached to ALLIED equipment sold or leased pursuant to this Agreement, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of Allied systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Allied will provide service coverage in accordance with the terms listed in the Proposal and defined under "Plan Options & Investment," but only while the equipment is located on the premises upon which it was installed. The Maintenance Agreement entered along with this Agreement sets forth Customer's obligations to keep the equipment in, or restore the equipment to, good working order. Service provided by Allied under this Agreement does not assure against, nor does Allied assume any liability for, interruptions in operation of the equipment covered by this Agreement.
11. **BUYER RESTORES EQUIPMENT:** Buyer shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the system. Notwithstanding the condition of Buyer's premises, or ALLIED's impossibility of performance occasioned by condition of Buyer's premises, Buyer shall remain liable for monthly payments for the term of this agreement without offset or reduction.
12. **ACCESS:** ALLIED'S technicians shall have full and free access to the equipment covered under this agreement as required to service that equipment in the manner most efficient
13. **OWNERSHIP:** For existing installations, Customer represents that Customer is the owner of the equipment to be serviced under this Agreement. If Customer is not the owner, Customer represents that it has authority from the owner to allow Allied to service owner's equipment under the terms of this Agreement. Customer agrees to indemnify ALLIED from losses suffered by ALLIED that result from claims by owners that ALLIED lacked permission to service owner's equipment.
14. **DELETE PROGRAMMING:** Upon termination of this agreement ALLIED shall be permitted to remotely delete programming and ALLIED shall not be required to service the system, and may order the termination of any central office monitoring or other services, and Buyer shall remain liable for all payments called for herein for the remaining balance of the contract term.
15. **OPERATION OF ON-SITE SECURITY, VIDEO, ACCESS CONTROL, AND FIRE SYSTEMS:** Customer represents and agrees: to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify Allied promptly if such equipment fails to respond to the test; to use and maintain the equipment properly and follow proper operating procedures (if Customer requires ALLIED service); if ALLIED representatives are sent to Customer's premises in response to a service call or alarm signal caused by Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence, that all walls, doors, skylight, windows or other such elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation of operation of the system(s).

## Sales Agreement - continued

16. **ALLIED'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Buyer agrees that ALLIED is authorized and permitted to subcontract any services to be provided by ALLIED to third parties who may be independent of ALLIED, and that ALLIED shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Buyer appoints ALLIED to act as Buyer's agent with respect to such third parties, except that ALLIED shall not obligate Buyer to make any payments to such third parties. Buyer acknowledges that this agreement, and particularly those paragraphs relating to ALLIED's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of ALLIED.

17. **DELAYS-INTERRUPTION OF SERVICE:** Allied shall not be liable for any losses or injuries resulting from delays, including without limitation delays in service and response times, regardless of the cause of such delays. Allied shall not be liable for losses or injuries resulting from interruptions in service, strikes, riots, floods, acts of God, damage to or loss of communication lines or other signal transmission lines, or from any event beyond the control of ALLIED. ALLIED will not be required to furnish service to Customer during any period of service interruption.

18. **EQUIPMENT COVERED:** The equipment covered by this agreement is described in the attached Proposal and/or in the Bill of Materials/List of Equipment as applicable.

19. **EXCLUSIONS:** Services to be provided by ALLIED pursuant to this Agreement do not include:

a. Repair of damage or increase in service time caused by the failure to continually provide a suitable operating environment for all facilities as prescribed by ALLIED and/or the equipment manufacturer. Such failures include, but are not limited to, the failure to provide adequate and regulated electrical power, air conditioning or humidity control; the failure of electrical power, air conditioning or humidity control systems; and all special requirements as described in the "List of Equipment" and/or the Proposal provided with this Agreement.

b. Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c. Repair of damage, the replacement of parts (due to other than normal wear), and repetitive service calls caused by Customer's use of supplies or equipment that has not been approved by the manufacturer.

d. Repair of damage or increase in service time caused by: accident or disaster, including without limitation, fire, flood, water, wind and lightning; transportation, neglect or misuse, or alterations. This exclusion includes, but is not to be limited to, any alteration to or deviation from ALLIED'S physical, mechanical or electrical machine design. This includes adding or interconnecting mechanical or electrical devices or equipment not supplied by ALLIED.

20. **ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. Service performed outside the Hours of Operation, or as result of the failure of the Customer or its agents to adhere to the manufacturer's requirements, or that is outside the scope of this Agreement, shall be chargeable at Allied's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without ALLIED'S specific permission, nor shall Customer permit the same by its agents or third parties within its control. Customer agrees to pay ALLIED at its prevailing rates for any work performed by ALLIED to correct Customer's breach of the foregoing. ALLIED agrees to perform remedial maintenance required as a result of acts of God or events beyond the control of ALLIED. Customer agrees to pay ALLIED for all such remedial maintenance at ALLIED'S prevailing rates. Changes to original equipment or special order items may be subject to a 25% restocking fee.

21. **LIQUIDATED DAMAGES - ALLIED'S LIMITS OF LIABILITY:**

a. **ON-SITE SECURITY/FIRE SYSTEMS, COMMUNICATIONS DEVICES, AND/OR SECURITY DEVICES AND EQUIPMENT.** Customer understands and agrees that ALLIED is not an insurer. Customer is responsible for obtaining any insurance in whatever amounts it deems necessary or desirable. All sums payable hereunder to ALLIED by Customer are based upon the value of services offered and the scope of liability undertaken, and such sums are not related to the value of property belonging to customer or to third party property located on Customer's premises. Customer does not seek indemnity by this Agreement from ALLIED, and specifically waives any claims for compensation relating to injuries, damages or losses caused by or arising from the persons or property of Customer and/or Customer's invitees, or guests. **ALLIED MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL DETER, AVERT, REDUCE, OR PREVENT ADVERSE OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM AND SERVICES ARE DESIGNED TO DETECT.** Customer agrees that ALLIED shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by negligent acts or omissions of ALLIED, its agents or employees. Customer hereby waives and releases any rights of recovery against ALLIED that it may have hereunder. Customer agrees that it may be impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, or damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of ALLIED to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if ALLIED should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to the Customer shall be limited to \$300.00 or 5% of the sales price, whichever is greater, which the Customer agrees is reasonable. The payment of this amount shall be ALLIED'S sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against ALLIED more than one (1) year after the accrual of the cause of action therefore. Since it is agreed that the Customer retains sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify and hold harmless ALLIED from any and all third party claims and lawsuits relating to losses. This agreement to indemnify and hold harmless includes Customer's agreement to pay all damages, expenses, costs, and attorney's fees incurred by ALLIED, its employees and agents in the defense of claims brought by third parties against it that arise from or are related to ALLIED'S products or services.

b. **EQUIPMENT AND OTHER PRODUCTS.** In the event that Customer purchases any equipment or other products (hereafter "Equipment") from ALLIED, Customer's claims for damages are limited to the cost of repair or replacement of any damaged or defective Equipment. Customer hereby waives all claims against ALLIED for incidental and consequential damages, including without limitation claims for lost profits, business interruption, and damage to reputation. Provided, however, that nothing in this provision is intended to affect the

22. **TERMINATION/PAYMENT:** Allied has the option to terminate this Agreement should any payment due hereunder remain overdue for a period of more than thirty (30) days. Should Allied elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

23. **LEGAL ACTION:** In the event ALLIED refers this contract to an attorney, to recover any amounts owed by Subscriber to ALLIED hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due and Subscriber shall pay ALLIED's legal fees. In any action commenced by ALLIED against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that any action, arbitration or Special Proceeding to confirm the arbitration award, may be commenced, and all papers in connection therewith, served by first class mail delivered by U.S. Post Office or overnight carrier.

24. **SUCCESSORS:** This Agreement is assignable by ALLIED, but is not assignable by Customer except upon the written consent of ALLIED, which consent will not unreasonably be withheld.

25. **NON-SOLICITATION:** Buyer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ALLIED assigned by ALLIED to perform any service for or on behalf of Buyer for a period of two years after ALLIED has completed providing service to Buyer. In the event of Buyer's violation of this provision, in addition to injunctive relief, ALLIED shall recover from Buyer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with ALLIED, times twelve, together with ALLIED's counsel and expert witness fees.

26. **ENTIRE AGREEMENT:** This Agreement is to govern the providing of services by ALLIED to Customer as described herein. Customer acknowledges that he has read this Agreement and particularly paragraph 21 regarding liquidations and limitations of liability. This Agreement is not binding unless approved in writing by an authorized representative of ALLIED. If approval is not obtained, the only liability of ALLIED shall be to return to Customer the amount, if any, paid to ALLIED upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement, is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, NOTWITHSTANDING ANY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT PURCHASE ORDER or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

27. **SURVIVAL:** In the event any paragraph(s) of this agreement are found invalid, all remaining paragraphs, or portions thereof shall remain in full force and effect.

28. **JURISDICTION AND VENUE:** This Agreement will be governed by the laws of the State of Washington. Any action brought hereunder shall be brought in the courts located in

**Sales Agreement - continued**

29. PAYMENT TERMS: Due Upon Receipt. Credit card payments of \$10,000 or over may be subject to additional fees.

30. SECURITY INTEREST/COLLATERAL: In order to secure all indebtedness or liability of Subscriber to ALLIED, Subscriber hereby grants and conveys to ALLIED a security interest in, and mortgages to ALLIED all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Subscriber agrees to allow ALLIED to execute in Subscriber's name a UCC-1 statement

31. TERMS OF SALE: Applicant authorizes the creditor to make inquiry of financial and related matters for the purpose of granting credit. In order to encourage prompt payment, delinquent charge of 18% per annum will be charged on past due accounts. Upon default of payment, applicant agrees to pay collection fees, reasonable attorney's fees, and cost of collection that may be incurred.

32. CUSTOMER EQUIPMENT. Customer Equipment means software, hardware or services that you elect to use in connection with the Service(s) or Allied Fire & Security provided Equipment. You agree to allow us and our agents the rights to insert hardware and install software in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Allied Fire & Security Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Customer Equipment to perform the activities specified above

- a. You agree that our addition or removal of or change to the Allied Fire & Security Equipment may interrupt your Service(s).
- b. Responsibility: Allied Fire & Security has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Allied Fire & Security or a third party has installed software or "downloads."
- c. Non-Recommended Configurations: Customer Equipment that does not meet Allied Fire & Security's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER ALLIED FIRE & SECURITY NOR ANY OF ITS SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR ALLIED FIRE & SECURITY EQUIPMENT. NEITHER ALLIED FIRE & SECURITY NOR ANY OF ITS SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Allied Fire & Security reserves the right to deny you customer support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration.

i. For HSI and Video Customers. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF SECURITY OR VIDEO SERVICE(S). THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH HSI OR VIDEO SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER ALLIED FIRE & SECURITY NOR ANY OF ITS SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE

d. Software. Allied Fire & Security makes no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service(s) if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER ALLIED FIRE & SECURITY NOR ITS SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Service(s), system files on your Customer Equipment may be modified. Allied Fire & Security does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Allied Fire & Security does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER ALLIED FIRE & SECURITY NOR ITS SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

i. FTP/HTTP Service Setup. You acknowledge that when using HSI there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) that may be used by other persons or entities to gain access to your Customer Equipment. You are solely responsible for the security of your Customer Equipment or any other equipment you choose to use in connection with the Service(s), including without limitation any data stored on such equipment. NEITHER ALLIED FIRE & SECURITY NOR ITS SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF, OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO YOUR CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.

ii. Replacement of some equipment or obtaining access to ceilings and walls may leave opening or surfaces that do not match. Allied is not responsible for the patching and or painting of these surfaces.

iii. The National Electrical Code requires that abandoned wire and cable from old systems be removed or marked as "spare" for future use. While Allied will attempt to minimize expenses, we cannot anticipate with certainty what the Electrical Inspector will formally require. Therefore, this proposal does not include the removal of abandoned cabling. If the Electrical Inspector requires removal of abandoned cabling, Allied will do so on a time and materials basis. The customer may also elect to choose an alternate provider of this service. If others provide the removal of cabling and it adversely affects Allied Fire & Security's scope of work as specified within this proposal, additional charges will be incurred.

SEE ALL PAGES OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS OF THIS SALE WHICH ARE A PART OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THE CONTRACT AT TIME OF EXECUTION.

**SO AGREED:** By signature below, customer understands that they are granting Allied Fire & Security a security interest in the equipment specified hereon, until balance due is paid in full.

**ACCEPTED BY:** (Please type or print except where otherwise indicated)

Purchaser:

Authorized Signature: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Thank you for the opportunity to quote this project.  
Please feel free to contact us if you have any questions or need additional information.*