



TURNER SECURITY

Powered By

TechCore

Camera Proposal

A PROPOSAL FOR

City of Collegedale Police Dept

Joshua Booth
jbooth@collegedaletn.gov

4910 Swinyar Drive
Collegedale, TN 37363

PREPARED BY JOHN HILL • EXPIRES APRIL 10, 2026



Turner Security Powered by TechCore

About Us

Security Services

- **Alarm (Intrusion Detection) Systems** (Installation and Central Station Monitoring)
- **Access Control Systems** (Wired/Wireless, Hosted and Server Based)
- **Video Surveillance Systems** (Analog and IP) Central Station Monitored Video, Video Cloud Backup
- **Fire Systems** (Installation, Central Station Monitoring and Inspections)
- **Video Intercom Systems**
- **Telephone Entry Systems**
- **SEaaS (Security Equipment as a Service)**

IT Services

- **Server Hardware** (Design, Installation and Service)
- **Networking** (Wired and Wireless, Firewalls, Routing)
- **Virus Protection**
- **Remote and Onsite Managed Service**
- **VoIP Hosted IP Phones**

License

Chattanooga: 0319

Nashville: 1998

Georgia: LA-3074

Project Description

Turner Security Powered by TechCore

Please read and understand all exclusions provided below. Any additions to this SOW shall be at an additional cost or provided by others.

This proposal is not guaranteed to be NDAA Section 889 compliant. Should your business require such compliance please inform us prior to accepting this proposal so that we may ensure a compliant solution.

Typical Repayment Terms are 50% mobilization upon approval and 50% upon completion unless otherwise mutually agreed upon in writing prior to scheduling.

The Client and Turner will mutually agree upon the exact placement of all devices during walk through of the project prior to installation.

Lead Time - 2-4 weeks from time of contract approval and processing of mobilization payment.

Unless specifically noted otherwise in this proposal, this proposal excludes the following:

- Painting, Patching or Repairs
- Removal of existing cabling
- Permits or Inspections
- 120 volt power requirements where needed to support security, access control system, Fire System and/or CCTV system.
- All work (warranty or new install) shall be performed Monday through Friday, 8:00am to 5:00pm
- Removing doors/ frames/ mullions
- Any traffic barriers or traffic control
- Any Trenching, backfill and/or compaction
- Any fire alarm disconnect relay, fire alarm device or additional equipment required to meet applicable local codes
- Any electrical (High Voltage) work
- Any conduits, raceways, or AC power
- Any lifts or lift rentals
- Any required lighting needed for proper operation of CCTV cameras
- Any keyways or key cylinders for locking hardware provided by Turner Security
- Any client computers/servers or associated computer equipment or racking
- Any network switches and/or routers
- Client network connectivity (any subsequent downtime, in excess of 1 hour, as a result of network related issues shall be documented and billed as a change order at standard labor rates)
- Any VPN network connection needed for communication to Server
- Any licensing as required for connection, programming or software updates

Additional requirements:

- Any existing cabling or equipment that is to be reused for the new system has not been tested for operation, compatibility or reliability and therefore any repair, replacement or adjustment will be at an additional cost.
- Any door that is not working properly will need to be repaired or replaced prior to work proceeding. Additional time and materials charges may apply.
- Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to Turner employees
- Customer will ensure that No area in which Turner Security is installing equipment is considered or classified as hazardous or explosive

Consultant -

Areas & Items

Collegedale Police Department

Items			Qty
	Hanwha Techwin VCV-1YS0000301 (Vision) 1 Year Access Edge Recording with 30 Days SQ Cloud Backup		x11
	Hanwha Techwin SKY-SU401-0 (Vision) Bridge 401 (L)		x2
	Hanwha Techwin PNM-C16013RVQ (Vision) 4MP x 4, AI, IR mini multi-directional camera		x1
	Hanwha Techwin SBP-137WMW1 (Vision) Wall Mount		x1
	Hanwha Techwin SBP-200HMMW (Vision) Cap Adapter		x1
	Hanwha Techwin PNM-C12083RVD (Vision) 6MP X 2 AI, IR outdoor Dome		x5
	Hanwha Techwin QND-C8013R (Vision) 5MP IR Indoor Dome AI camera <i>With Audio</i>		x2
	Hanwha Techwin QNO-C6083R (Vision) 2MP IR Bullet AI camera		x3

Items	Qty
 Ditek Corp DTK-MRJPOEX Outdoor PoE Ethernet Surge Protector	x6
 Sandisk SDSQXA11T00AN6MA 1TB Fast microSDXC Card	x11
 Adi Pro 0E-CAT6RBK 1000ft Black CAT6 Riser Cable	x3
 Labor Labor Installation	
 Labor Programming Tax Exempt	
 Labor Trip Charge	
 Labor Engineering and Design Tax Exempt	
Collegedale Police Department Total : \$33,923.98	

Collegedale Library

Items	Qty
 Hanwha Techwin VCV-1YS0000301 (Vision) 1 Year Access Edge Recording with 30 Days SQ Cloud Backup	x8

Items		Qty
	Hanwha Techwin PNM-C16013RVQ (Vision) 4MP x 4, AI, IR mini multi-directional camera	x2
	Hanwha Techwin SBP-137WMW1 (Vision) Wall Mount	x2
	Hanwha Techwin SBP-300KMW1 (Vision) Corner Mount Base	x1
	Hanwha Techwin SBP-200HMMW (Vision) Cap Adapter	x2
	Hanwha Techwin QNO-C8013R (Vision) 5MP IR Bullet AI camera	x1
	Hanwha Techwin SBO-140BW (Vision) Back Box for Bullet Cameras	x1
	Hanwha Techwin QNF-C9010 (Vision) 12MP Indoor AI Fisheye	x4
	Hanwha Techwin QND-C8013R (Vision) 5MP IR Indoor Dome AI camera	x1
	Ditek Corp DTK-MRJPOEX Outdoor PoE Ethernet Surge Protector	x3
	Sandisk SDSQXA11T00AN6MA 1TB Fast microSDXC Card	x8

Items

Qty



Adi Pro 0E-CAT6RBK
1000ft Black CAT6 Riser Cable

x2



Labor Labor
Installation



Labor Programming
Tax Exempt



Labor Trip Charge



Labor Engineering and Design
Tax Exempt

Collegedale Library Total : \$20,184.54

Collegedale Public Works

Items

Qty



Hanwha Techwin VCV-1YS0000301
(Vision)
1 Year Access Edge Recording with 30 Days SQ Cloud Backup

x3



Hanwha Techwin PNM-C16013RVQ
(Vision)
4MP x 4, AI, IR mini multi-directional camera

x1



Hanwha Techwin SBP-137WMW1
(Vision)
Wall Mount

x1

Items		Qty
	Hanwha Techwin (Vision) SBP-300KMW1 Corner Mount Base	x1
	Hanwha Techwin (Vision) SBP-200HMW Cap Adapter	x1
	Hanwha Techwin (Vision) PNM-C12083RVD 6MP X 2 AI, IR outdoor Dome	x1
	Hanwha Techwin (Vision) QNO-C8013R 5MP IR Bullet AI camera	x1
	Hanwha Techwin (Vision) SBO-140BW Back Box for Bullet Cameras	x1
	Engenius ENSTATION6 Outdoor Wi-Fi 6 Wireless Bridge	x1
	Ditek Corp DTK-MRJPOEX Outdoor PoE Ethernet Surge Protector	x3
	Sandisk SDSQXA11T00AN6MA 1TB Fast microSDXC Card	x3
	Adi Pro 0E-CAT6RBK 1000ft Black CAT6 Riser Cable	x2
	Labor Labor Installation	

Items

Qty



Labor Programming

Tax Exempt



Labor Trip Charge



Labor Engineering and Design

Tax Exempt



Labor Lift Rental

Collegedale Public Works Total : \$15,297.20

Collegedale Shooting Range

Items

Qty



**Hanwha Techwin VCV-1YS0000301
(Vision)**

1 Year Access Edge Recording with 30 Days SQ Cloud Backup

x3



**Hanwha Techwin PNM-C12083RVD
(Vision)**

6MP X 2 AI, IR outdoor Dome

x2



**Hanwha Techwin QNO-C8013R
(Vision)**

5MP IR Bullet AI camera

x1



**Hanwha Techwin SBO-140BW
(Vision)**

Back Box for Bullet Cameras

x1

Items		Qty
	Ditek Corp DTK-MRJPOEX Outdoor PoE Ethernet Surge Protector	x3
	Sandisk SDSQXA11T00AN6MA 1TB Fast microSDXC Card	x3
	Adi Pro OE-CAT6RBK 1000ft Black CAT6 Riser Cable	x2
	Labor Labor Installation	
	Labor Programming Tax Exempt	
	Labor Trip Charge	
	Labor Engineering and Design Tax Exempt	
	Labor Lift Rental	
Collegedale Shooting Range Total : \$14,219.96		

Collegedale Playground/Soccer Field

Items	Qty
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Items		Qty
	Hanwha Techwin VCV-1YS0000301 (Vision) 1 Year Access Edge Recording with 30 Days SQ Cloud Backup	x3
	Hanwha Techwin PNM-C16013RVQ (Vision) 4MP x 4, AI, IR mini multi-directional camera	x1
	Hanwha Techwin SBP-137WMW1 (Vision) Wall Mount	x1
	Hanwha Techwin SBP-300KMW1 (Vision) Corner Mount Base	x1
	Hanwha Techwin SBP-200HMMW (Vision) Cap Adapter	x1
	Hanwha Techwin PNM-C12083RVD (Vision) 6MP X 2 AI, IR outdoor Dome	x1
	Hanwha Techwin QNO-C8013R (Vision) 5MP IR Bullet AI camera	x1
	Hanwha Techwin SBO-140BW (Vision) Back Box for Bullet Cameras	x1
	Ditek Corp DTK-MRJPOEX Outdoor PoE Ethernet Surge Protector	x3
	Sandisk SDSQXA11T00AN6MA 1TB Fast microSDXC Card	x3

Items

Qty



Adi Pro 0E-CAT6RBK
1000ft Black CAT6 Riser Cable

x1



Labor Labor
Installation



Labor Programming
Tax Exempt



Labor Trip Charge



Labor Engineering and Design
Tax Exempt

Collegedale Playground/Soccer Field Total : \$12,992.07

Collegedale Parks and Rec Bldg

Items

Qty



Hanwha Techwin VCV-1YS0000301
(Vision)
1 Year Access Edge Recording with 30 Days SQ Cloud Backup

x2



Hanwha Techwin QNO-C8013R
(Vision)
5MP IR Bullet AI camera

x2



Hanwha Techwin SBO-140BW
(Vision)
Back Box for Bullet Cameras

x2

Items		Qty
	Ditek Corp DTK-MRJPOEX Outdoor PoE Ethernet Surge Protector	x2
	Sandisk SDSQXA11T00AN6MA 1TB Fast microSDXC Card	x2
	Adi Pro 0E-CAT6RBK 1000ft Black CAT6 Riser Cable	x1
	Labor Labor Installation	
	Labor Programming Tax Exempt	
	Labor Trip Charge	
	Labor Engineering and Design Tax Exempt	
Collegedale Parks and Rec Bldg Total : \$4,036.69		

Optional 60 Day Storage

Items		Qty
	Labor Truvios Cloud Storage 1 Year Truvios Cloud Storage 1 year/ monthly Recurring Service	
Optional 60 Day Storage Total : \$0.00 \$300.00 in recurring service		

Optional Health

Items	Qty
 Hanwha Techwin VCD-1YB0001 (Vision) HealthPro 1 Year Access per device - Remote health monitoring and maintenance	x30
Optional Health Total : \$425.40	

Full Service Customer Protection Plan w/\$55 Copay

Turner Security Powered by TechCore is an experienced Systems Integrator with more than 40 years of experience in servicing Access Control, Intrusion Detection, Video Surveillance and Fire Alarm Systems. We have an established track record of providing high quality service for a broad range of satisfied clients.

Our Full Service Customer Protection Plan goes beyond most service plans—with more features designed to minimize your system downtime, making it easier for you to perform your other daily job functions. These key features include:

1. Available normal business hours, Monday-Friday 8am - 5pm CST for all normal wear and tear conditions.

Service support from our technicians is available around the clock. After hours support, or emergency service (outside of 8am-5pm CT M-F) requiring a site visit will incur \$80 per half hour labor and a \$55 trip charge.
2. Defect Correctable Response Time

If we can't fix the problem in the field, we will replace any defective equipment with loaner equipment from our service pool whenever possible. Proper inventory planning and product standardization enables us to guarantee that the maximum time your system will be down will be 48-72 hours or less. In most cases, with this policy, field problems are corrected within 24 hours.
3. All Parts and Labor Included, 100%

All materials and labor (during normal business hours) required to support this Agreement are included.

Our Full Service Plan, combined with our in-depth technical infrastructure, enables our company to meet both your service needs—and expectations.

Schedule of Services

Availability: Monday - Friday 8am - 5pm CST

Response Time Range: Four to eight working hours following receipt of a service call. The call must be placed by an authorized person.

Response Status: Priority response.

Defect Correctable

Many issues with today's systems may be resolved remotely without the need to send a technician onsite. In the case that we do need to send someone, you will only pay a \$55 copay for the call. All parts, labor and trip charges are covered under this agreement. (emergency service calls excluded)

Response Time: Defective equipment will be replaced with loaner equipment from our Service Pool when possible. Resolution of the problem will be within 48-72 hours following the receipt of a service call.

Parts Coverage: All Turner supplied parts within this proposal. Coverage of existing parts is available but requires a Technical Site Survey to insure functionality of equipment.

Software Coverage: Annual Software Updates covered as long as under current Software Support Agreement with Manufacturer.

Labor Coverage: All labor is covered under this plan.

Instant Loaner: We maintain a service pool of loaner equipment specifically designed to support our Full Service Plan clients. If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner when possible, keeping your system up and running. The defective equipment will be repaired at our facility, and returned to your site accordingly.

Items Not Covered: This includes damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God. In addition, wiring, conductor, raceways, conduit, and items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are also not covered by this plan. This plan does not cover the sun-setting of cellular devices.

Items	Qty
 Labor Customer Protection Plan with \$55 Copay Recurring Service	
Full Service Customer Protection Plan w/\$55 Copay Total : \$0.00	
\$1,246.00 in recurring service	

Financial Summary

		Subtotal	\$101,079.84
RECURRING SERVICES	\$1,546.00		
Truvios Cloud Storage 1 Year - \$10.00 x30		Proposal Total	\$101,079.84
Customer Protection Plan with \$55 Copay - \$1,246.00		Recurring services not included	

Payment Schedule

All Proposals require 50% upfront mobilization payment prior to scheduling and ordering of parts.

Billing Contact Info : (if different from Site info)

If you have been sent a Docusign form, it must be filled before we can schedule your installation

Full Service Customer Protection Plans are available. Please inform your Consultant should you wish to *OPT IN to our CPP* and they will provide pricing.

Any applicable Sales Tax and/or Shipping Costs will be added Upon Invoice. Sales Exemption Form for Resale or Not for Profit must be submitted to accounting prior to final invoice.

PAYMENT SCHEDULE

Payment 1	50% of Proposal Total • Due Upon Acceptance	\$50,539.92
Payment 2	Outstanding Proposal Balance • Due Upon Job Completion	\$50,539.92

Project Terms

Your satisfaction is important to us, and we plan to exceed your expectations!

All Equipment and labor is warrantied by Turner Security for one year from the installation date.

Some products may include extended warranties by the manufacturer.

Turner Security can facilitate such repairs or replacements of warrantied products, however, labor associated with work will be an additional charge.

If service is required, we will be happy to provide you with excellent service for your system.

Turner Security assumes no responsibility for damages, either direct or consequential, that may result from accidents associated with the design, installation, and operation of the equipment listed herein.

Prices contained in this proposal are valid for 30 days from the date of the proposal.

Any changes to this proposal will be submitted in writing for approval.

By accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments that contain additional terms and conditions.

It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing by Turner Security.

1.Charges

In consideration of the Equipment and Services provided hereunder, you promise to pay Turner Security. The equipment charges and Service Charges, any activation or other fees, plus applicable taxes, in accordance with the Payment Terms set forth above.

Payment of the Equipment Charges is a precondition to the activation of your Equipment and any Services you have selected.

We may impose a one-time late charge on each payment that is more than ten days past due, which shall be the lesser of \$5.00 or the highest amount permitted by law.

We may impose returned check charges of the greater of \$25.00 or 5% of the amount of the returned check.

2. Additional Charges. Additionally, you agree to pay, or reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to your equipment or our services, other than taxes assessed on our net income.

You further agree to pay (a) all telecommunications charges for area code, telephone number or other changes, (b) our then-current charge for reprogramming your equipment to comply with any area code, telephone numbering or other changes, (c) any increases in our cost for facilities used for transmitting alarm signals under the Contract and (d) our charges resulting from services we may add to continue to provide the services to you necessitated by police, fire or other emergency verification requirements.

In addition, you shall be responsible for any modifications to your Equipment necessitated by changes in standards and regulations of governmental or regulatory authorities, including but not limited to the Federal Communications Commission ("FCC"), any state Fire Marshall, the National Fire Protection Association, Underwriters Laboratories, fire or police department.

You agree to pay a service charge if we respond to a service call or alarm at your premises which is due to you or your agents, employees, or invitees' failure to follow operation instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of your Equipment.

Payment for such additional charges is due upon receipt of our invoice for such charges.

3. Installation and Sale

a. Installation. The equipment indicated in this document will be installed in the Premises.

Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) the installation may require drilling into various parts of your Premises; (3) You will provide 110 AC electrical outlets for power equipment in locations designated by the installer, (4) There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within five (5) days after installation is complete, inspect your System and notify us in writing of any problems. Otherwise, you will be deemed conclusively to have accepted our System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will not pose any danger to installation personnel.

In no event shall we be liable for the discovery or removal of Hazardous Materials.

Turner Security shall not be responsible for securing the Premises during the period of installation. b. Direct Sale.

You will own the Equipment we install in your Premises (such Equipment is referred to collectively as the "System"), when you completely pay the purchase price described on the front page of this document. c.

Conversion of Existing System.

If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your non-functioning existing equipment to provide our services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis.

We do not warrant equipment we do not install. d.

Risk of Loss:

Turner Security is not liable or responsible for any damage to our Equipment, or any loss of or casualty to the Equipment from any cause beyond our control.

4. Termination of Services;

Default:

(a) We may, at any time, terminate this Contract and the Services at our option without liability or notice to you if:

- (1) Our monitoring center, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services;
- (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Center or between our Center and Emergency Response Providers;
- (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of your System;
- (4) your System generates excessive false alarms due to circumstances beyond our control;
- (5) you or your personnel fail to follow our recommendations to repair or replace any defective parts of your System not covered under the Limited Warranty, or to follow operating instructions for or tamper with your System; or
- (6) For any reason in our discretion upon thirty (30) days prior notice to you. If we terminate for any of these stated reasons , we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of such termination. (b) In addition, you shall be in breach, and we may at our option terminate this contract, and exercise our remedies for the payment of all sums due if: (1) You fail to pay any Charges or other monies due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue, (3) you breach any warranty contained herein or in any other agreement you have with us, or (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us when same is due, and such failure continues for thirty (30) days after we provide written notice to you ; (5) You deny us reasonable access to the Systems located in any of your Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate on delinquent amounts. You agree to pay all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Contract, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default under this Contract shall also be a default under any other contract or agreement between you and us.

5. Representations and Warranties.

You represent and warrant that you (a) requested the Equipment and Services specified in this Contract for use in a commercial purposes and not for personal, family or household purposes, or for or on behalf of a third party, (b) own the Premises or otherwise have the authority to authorize us to install such equipment in the Premises, and (c) will comply with all laws, codes, and regulations pertaining to your System or our Services.

6. We are Not an Insurer.

YOU AGREE THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 9(A) BELOW: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED, AS SUCH (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY

AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 7, YOU WILL WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING SUBROGATION, THAT YOU, ANY INSURER, OR OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS INCUR.

7. Indemnity; Limitation of Liability.

a. Indemnity. We will hold you, your officers, directors, agents and employees harmless from any claim, demand, losses, damages, injuries, (including death), liabilities or other expenses (“Losses”) to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Turner Security, its agents or employees, during and within the scope of employment of such persons only while present at the Premises; provided, however, that the terms of this paragraph 7(a) shall not apply, and we shall not in any event be liable for Losses arising out of, resulting from or in any way due to attributable to the condition, non-function, malfunction, faulty design, faulty installation, or failure in any respect of the System or Services to operate or perform as intended, (herein, “Failure Events”), regardless of whether such Fail Events arise out of the negligent acts or omissions of Turner Security, its agents or employees. Any liability of Turner Security for Failure events for Losses arising out of Failure Events is strictly limited pursuant to paragraph 7(b). b. Liability for Alarm Failure Events. Neither we nor any person or entity affiliated with us shall be liable for any Losses arising directly or indirectly from an Alarm Failure Event. We do not provide architectural, engineering, or professional design services. If you desire or require such services, you must engage a licensed design professional to perform the design services and then provide us with any and all necessary plans, specifications, or shop drawings necessary for us to complete the installation of your System. We install Equipment according to the local codes and ordinances (where applicable) and according to your particular needs or preferences. We are not liable under any circumstances for the adequacy of the performance or design, or design criteria established by you, your design professional, or local code requirements. If, notwithstanding the provisions of this paragraph 9(b), we or any person or entity affiliated with us, are determined to be responsible for any Losses arising from Alarm Failure Events, your claims against us, shall be limited to the greater of (i) \$1,000, or (ii) the purchase price you paid for the Equipment, as liquidated damages and not as a penalty. This amount is your sole and exclusive remedy for an Alarm Failure Event, even if caused by Turner Security’s negligence or that of our affiliates or our respective employees or agents breach of this Contract, strict liability, failure to comply with any applicable law, or other fault. You agree that were we to have liability greater than that stated above, we would not provide the System or Services. c. Damages. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES.

8. Hold Harmless.

If any third-party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from our Services or your System, you agree to defend and hold us, completely harmless from any such actions, including all damages, expenses, costs and attorney’s fees we incur. This indemnification shall apply even if such arise from our negligence, breach of this Contract, strict liability, noncompliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above.

9. Legal Actions.

No claim or legal action any party may have arising out of this Contract, your System or our Services (whether based on contract, negligence or otherwise) may be brought more than one year after the date the cause of action for such claim accrued.

10. Customer Duties.

You must (a) instruct all persons who use the System on its proper use; (b) notify us immediately if a problem in

your System occurs; (c) obtain and keep in effect all permits and licenses that may be required for the installation and operation of your System; (d) pay all usage fees imposed by any governmental authority in connection with your System; (e) provide us a complete Subscriber Sheet so we may call your designated contacts in the event we reasonably believe there is an emergency at your "Premises; (f) provide us any other emergency information we may request, and (g) promptly update us in writing with any changes to your Subscriber Sheet. Your failure to perform under this paragraph is a material breach of this Contract. You agree that we may provide the information on the Subscriber Sheet to any governmental authority having jurisdiction over us or your System.

11. Services.

a. **Monitoring Services.** If you have subscribed to Monitoring, we shall program the alarm system to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from your System (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"). And the first person designated on your Subscriber Sheet. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERP's in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful, or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises, or the first available person designated on your Subscriber Sheet. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If your 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, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such services. In addition, we are subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in your System's communication with our Central Station.

12. Limited Warranty.

Subject to the limitation and exclusions set forth below, during the first one (1) year after installation, we will at our cost, repair or, at our option, replace any defective part of the equipment we install, including wiring (but not including disposable items such as batteries, and not including repairs needed to exterior mounted devices), and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only and may not be enforced by any other person. The laws of your state may give you additional rights than those described herein. a. **Limitations on our Warranty and Service Obligations.** We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, WE MAY REQUIRE YOU TO PAY ADDITIONAL SERVICE FEES. Our limited warranty shall not apply to disposable items such as batteries, or exterior mounted devices, or if we determine that any of the following conditions caused the need for service (a) damage resulting from storms, natural disasters, accidents, acts of God, lightning strikes, riots, floods, terrorism, or any causes beyond Turner Security's control. (b) your failure to provide ordinary maintenance and wear and tear to your System or its components or you permit anyone other than our authorized representative to perform service on your System; (c) physical alterations to your premises or to your System made at your request or made necessary by damage to your Premises or your System; or (d) any of the reasons described in the paragraph above. Charges for non-covered repairs will be at our current labor and material rates, including minimum visit charge. b. **OTHER**

THAN THE LIMITED WARRANTY, WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND, WITH RESPECT TO THE SERVICES WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

13. Delays.

We shall have no liability for delays in installation of the equipment or for the consequences thereof, however caused, or for interruptions of service or for the consequences thereof due to strikes, riots, floods, acts of God, terrorism or any causes beyond the control of Turner Security. Turner Security will not be required to provide service or substitute services to you while interruption of service due to any such cause shall continue.

14. Assignment.

You may not assign this Contract without the prior written consent of Turner Security and any purported assignment of the Contract shall be void. We may assign this agreement or subcontract any or all our obligations under this Contract without your consent and without notice to you. This Contract and particularly paragraphs 6 and 7 shall apply to the work and services our assignees or subcontractors provide, and shall apply to them and protect our assignees and subcontractors in the same manner it applies to and protects us.

15. Severability.

If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Arbitration of Disputes.

In the event any claim or dispute, regardless of its basis, arises between you and us, or between you and the Turner Security Parties, including any claim or dispute relating to this Contract, any of your Premises, any other contract you have or had with us, your System(s), our Services, or the Charges due hereunder or under any other contract (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration or arbitrate any claims as representative or member of a class or in a private attorney general capacity. The Filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision.

17. Entire Contract, Survival.

This Contract is the entire agreement between you and us and supersedes all previous contracts between you and us regarding our services. You agree that we are not bound by any representation, promise, condition, inducement, or warranty, express or implied, not included in this contract. The terms and conditions of this contract shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms. The provisions of paragraphs 6, 7, 8, 9, and 14 shall survive the termination of this Contract and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, or any sale by us of your Account.