

RESOLUTION APPROVING PURCHASE AND SERVICES AGREEMENT WITH VECTOR SECURITY, INC. FOR SECURITY SYSTEM AT THE OFFICE OF THE ASHTABULA COUNTY TREASURER'S OFFICE

WHEREAS, Angie Maki-Cliff, Ashtabula County Treasurer, has presented the following agreement for the approval of this Board; to-wit:

Provider: Vector Security, Inc., 2000 Ericsson Dr., Warrendale, PA 15086

Service: Installation of security system at the offices of the Ashtabula County Treasurer's Office, 25 West Jefferson St., Jefferson, OH 44047

Cost: **Not To Exceed \$4,852.12** (\$3,802.00 one-time installation, and \$29.17 Service fee per month)

Term: Begins 3 years commencing upon signing, with successive 1 year terms unless canceled 30 days prior to renewal.

WHEREAS, The submitted agreement has been reviewed by the Board and is found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the Agreement as noted above is approved in accordance with a copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-305

June 28, 2022

**RESOLUTION APPROVING PURCHASE AND SERVICES AGREEMENT WITH
VECTOR SECURITY, INC. FOR SECURITY SYSTEM AT THE OFFICE OF THE
ASHTABULA COUNTY TREASURER'S OFFICE**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

+ Reciever



For Office Use Only:	
Customer #	_____
Site #	_____
CS #	_____

COMMERCIAL PURCHASE AND SERVICES AGREEMENT

THIS AGREEMENT is made this May 17th 2022 by and between Vector Security, Inc., a Pennsylvania Corporation ("Vector") and Customer Ashtabula County Court House.

Location of Customer's Premises ("Premises"):

Ashtabula County Court House
25 W Jefferson St

Jefferson, OH 44047

Phone: (440) 576-3316

Email: mjhebebrand@ashtabulacounty.us

Customer's billing address to which invoices from Vector are to be sent will be considered the same as the Premises address listed above unless a different billing address is listed directly below. If payment through Electronic Funds Transfer ("EFT"), Automated Clearing House ("ACH") or Credit Card is selected below, Customer shall separately provide Vector the applicable billing address for such payment.

Billing Address:

Ashtabula County Commissioners
25 W Jefferson St

Jefferson, OH 44047

Phone: (440) 576-3316

This Agreement is written in plain language and Customer is sometimes referred to as "you", "your", or "Buyer", and Vector is sometimes referred to as "we," "our," "us," "Vector" or "Seller."

New Owner (C.O.E.), Previous Owner's Name:

WORK TO BE PERFORMED:

- New Installation Prewire w/ completion Prewire Only
- Upgrade Take Over Other

SERVICES TYPE:

MONTHLY AMOUNT

- Monitoring
- Extended Contract Repair Service
- Lease of System
- Emergency Response
- O/C Unsupervised*
- O/C Supervised*
- O/C Reports Internet*
- O/C Reports Mailed*
- Secure Trac
- My Vector Security

Plan:

-
-
- Bundled Package of above-selected services

*Open and Close Reports

During the term of this Agreement, Customer agrees to pay for the following items through EFT/ACH or Credit Card and has provided Vector with information necessary for this purpose:

Activation Fee (one-time fee)

Sales/Installation Price (one-time fee)

Services (recurring fee)

* By providing your e-mail address you are agreeing to receive marketing and promotional material from Vector, including special offers, free tips and advice, news alerts, newsletters and/or new product information. If you do not wish to receive marketing and promotional material at this e-mail address please check the box below.

I do not wish to receive marketing and promotional material from Vector.

TERMS AND CONDITIONS FOR COMMERCIAL PURCHASE AND SERVICES AGREEMENT

1. SALE, INSTALLATION AND SERVICES. (check one)

We will sell and install, provide warranty and after-warranty repair service, and provide the other services selected for the system(s) (individually or collectively the "System" or "Sold System") selected and described on the attached Rider. You acknowledge and understand that monitoring is provided only for the monitored alarm system, and shall not be provided for access control system or video equipment unless otherwise agreed upon pursuant to Vector's separate addendum.

We will take over a system previously installed at the Premises (individually or collectively the "Customer System" or "System"). We will: (i) if necessary, install a digital alarm communicator transmitter ("DACT") or a control panel which contains a DACT (the "Panel"), (ii) install other equipment listed on the attached Rider, and (iii) connect your existing system to Vector's monitoring facility (the "Center"), and then provide the services selected for the System and/or described on the attached Rider. Any and all existing components, equipment, and/or wiring which we connect to is not covered by our limited warranty in any respects, and unless specifically requested by and paid for by Customer, and therefore, it will not be tested, evaluated, or inspected by Vector unless you expressly request us to do so. You acknowledge and understand that monitoring is provided only for the monitored alarm system, and shall not be provided for access control system or video equipment unless otherwise agreed upon pursuant to Vector's separate addendum.

2. PRICE; PAYMENT.

2.1 SALES/INSTALLATION PRICE. THE TOTAL SALES/INSTALLATION PRICE FOR THE SYSTEM IS: \$3,802.00, PLUS TAX IF APPLICABLE; DEPOSIT DUE NOW \$0.00, BALANCE WHEN THE SYSTEM IS COMPLETED \$3,802.00, PLUS TAX IF APPLICABLE; CONNECTION FEE FOR CUSTOMER SYSTEM, PREPAID MONITORING SERVICE DUE NOW \$0.00. We may elect not to start to monitor or provide other services until the sales/ installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and services, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the maximum amount permitted by Pennsylvania law. We may file a mechanic's lien if you fail to pay the entire sales price.

2.2 SERVICES FEE. For monitoring and other services selected, your monthly payment is \$0.00 ("Services Fee"), starting on the first day in which monitoring and/or other services begin. At our sole discretion, the billing cycle may prorate the monthly charges for the months in which services begin and end. Payments for services are due upon receipt of our invoice. If EFT or credit card is selected, you will authorize periodic debits to your bank account or credit card, without recourse, as stated above for payment of services. If an EFT or credit card payment is dishonored, you will pay for the services within five (5) days of us giving you notice of the payment failure.

2.3 INCREASE IN SERVICES FEE. You acknowledge that the Services Fee includes applicable third-party charges but does not include existing federal, state, and local taxes. Depending on the state in which the Premises is located, you may also be obligated to pay certain taxes in addition to the Services Fee. We shall have the right, at any time, to pass-through to you any additional or increased taxes, licenses, permits, or fees which we may incur or be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may increase the Services Fee for any renewal term by giving you sixty (60) days prior notice.

3. TERM. The initial term of this Agreement shall end three (3) years from the above-mentioned date of this Agreement. This Agreement will automatically renew for successive one (1) year terms, or the longest period of time permitted by applicable state law absent additional notice to the Customer, unless cancelled by either of us in writing at least thirty (30) days before the end of the initial term or any renewal term.

4. LIMITATION OF LIABILITY; INDEMNIFICATION. SECTION 17 OF THIS AGREEMENT LIMITS OUR LIABILITY TO A MAXIMUM OF \$1,000.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM, OR OTHER SECURITY AND LIFE SAFETY PRODUCTS, FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. IN ADDITION, SECTION 18 REQUIRES THAT YOU INDEMNIFY US IN CERTAIN SITUATIONS. YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO TALK TO OUR SALES REPRESENTATIVE ABOUT THESE LIMITATIONS. YOU UNDERSTAND THAT THE MEDICAL EMERGENCY FEATURE OF THE SYSTEM IS NOT A BURGLAR OR FIRE ALARM AND CAN ONLY BE ACTIVATED MANUALLY, AND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE. YOU HAVE SELECTED THE SYSTEM, OTHER SECURITY AND LIFE SAFETY PRODUCTS, AND SERVICES WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. IF YOU WISH, YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE TO US. IF YOU ARE INTERESTED IN THIS OPTION, PLEASE CONTACT US FOR FURTHER INFORMATION. IF YOU ELECT THIS OPTION, WE WILL ATTACH A RIDER TO THIS AGREEMENT THAT WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT WE ARE AN INSURER.

5. LIMITED WARRANTY.

5.1 WHAT IS COVERED: FOR NINETY (90) DAYS AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY PART OF THE SYSTEM WE DETERMINE IS DEFECTIVE WITHOUT ADDITIONAL CHARGE TO YOU. WE CAN USE NEW OR USED PARTS OF THE SAME QUALITY, AND WE MAY KEEP ANY REPLACED PARTS. FOR A CUSTOMER-OWNED SYSTEM, THIS WARRANTY ONLY APPLIES TO THE PANEL AND OTHER EQUIPMENT INSTALLED BY US AND NOT THE CUSTOMER-OWNED EQUIPMENT.

5.2 HOW TO GET REPAIR SERVICE: CALL OR WRITE US AT OUR CUSTOMER SERVICE DEPARTMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE REPAIR SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL SERVICE HOURS EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES AT OUR PREMIUM LABOR RATE.

5.3 WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY UNDER THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES THAT WE WILL PROVIDE TO YOU AND YOU

AGREE TO PAY FOR AT OUR PREVAILING RATES. PROPER DISPOSAL OF ALL BATTERIES IS THE SOLE DUTY OF CUSTOMER. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, MISUSE OR ABUSE OF THE SYSTEM, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT IF WE DETERMINE THAT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION EXISTS. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

5.4 DISCLAIMER. VECTOR ASSUMES NO OBLIGATION, EXPRESS OR IMPLIED, TO PROTECT OR MONITOR THE SECURITY OF CUSTOMER'S NETWORK, SYSTEMS OR DATA FROM UNAUTHORIZED ACCESS, OR TO MONITOR OR PREVENT ANY BREACH OF THE SAME. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE RISKS ASSOCIATED WITH CUSTOMER'S NETWORK, SYSTEMS OR DATA, INCLUDING THAT ANY TRANSMISSION TO OR FROM CUSTOMER'S NETWORK, SYSTEMS OR DATA IS NOT SECURE, RELIABLE, PRIVATE OR CONFIDENTIAL AND THAT ANY SUCH TRANSMISSION COULD BE SUBJECT TO INTERCEPTION, LOSS OR ALTERATION.

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

6. INSTALLATION OF THE SYSTEM. You will permit us to install the System, including the DACT or Panel, during our normal business hours and you will give us uninterrupted access to the Premises. You warrant that you have full authority from the owner and/or other person in control of the Premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the DACT, Panel, control panel, keypads, audible devices, and all protective devices will be installed. If the burglar alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the Premises (such as fixing loose doors, broken windows, sprinkler valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide the proper environment for the System as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You will provide us, in writing, with the name of any insurance rating bureau (e.g. Factory Mutual) who may have jurisdiction for the system. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the Premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete installation of the System, you and our representative will inspect it. If something is missing or not properly installed, you will advise us in writing within ten (10) days; otherwise the System will have been accepted by you.

7. U.L. CERTIFICATES. In the event the System is U.L. certificated, you agree to pay us, in addition to the amounts set forth in Section 2, our prevailing price for issuing renewal certificates as they become due. In the event we send an alarm responder to an alarm activation at your U.L. certificated site, and there is no physical evidence of an actual emergency condition, you agree to pay us for each such response at our then prevailing alarm response rate. U.L. certificated systems are installed pursuant to the requirements of U.L. for the stated class and grade as of the date of installation, and if, after the installation, U.L. adopts new or different specifications for the certificate issued, we agree to perform all work, services, and provide all equipment necessary to bring the System into compliance with the new or different U.L. requirements and you agree to pay for such work, services, and equipment at our then prevailing rates.

8. ALARM SYSTEM MONITORING SERVICE; RESPONSE. If you have subscribed to monitoring service, we shall connect the System(s) to the monitoring facility (the "Center"). You acknowledge and agree that monitoring is provided only for the monitored alarm system, and shall not be provided for video equipment. Center does not monitor your access to installed video cameras at the Premises that are connected to a remote video viewing network, and will not know that you have activated and used this service. A System that is enhanced with audio capability may additionally enable Vector and/or you to record, store and review audio communications from in and/or outside of the Premises. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and audio communications transmitted to our Center from the System at the Premises. Customer acknowledges and agrees that in the event of recording, storing, and review of audio communications that are not transmitted to our Center from the System at the Premises, Vector will not know that you have recorded, stored, and/or reviewed such communications. DEPENDING ON THE STATE IN WHICH YOU ARE LOCATED, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS. Customer shall (i) not use or permit the use of any System with video or audio

capabilities in any location where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. In order to reduce false alarms, Vector may use enhanced call verification (2-call verification) for processing burglar alarm signals. If so, when a burglar alarm signal from the alarm system is received, we will first try to telephone the Premises, and if there is no answer then will try to telephone the first person on your emergency call list to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Vector will attempt to notify the police department. Vector will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Company will attempt to notify the police department, fire department, or other emergency personnel ("Authority") and the first available person on the emergency call list. For a hold-up alarm or duress alarm, if Company receives an abort message from a person on the premises or electronically from the System prior to notifying the Authority, Company will not notify the Authority of the alarm, or, if Company receives an abort message from a person on the premises or electronically from the System after notifying the Authority, Company will attempt to rescind the notification. For a fire alarm, if Company contacts the first available person on the emergency call list and is informed that the fire alarm signal was a false alarm, the Center will attempt to contact the fire department and alert the fire department of the false alarm, but Center will not cancel or attempt to rescind the notification of the fire alarm signal to the fire department. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list you give us, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding, in which event the Center will not initially notify the Authority and shall only attempt to notify Customer or a Customer-designated representative, and dispatch its response personnel if Customer has subscribed to such response service. If you or your representative or our response agent who physically inspects the Premises advises the Center that an actual emergency condition exists, the Center will attempt to notify the Authorities. When a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify the Authority. Upon receipt of a medical emergency signal, our sole responsibility will be to (i) first call the Premises to verify the need for assistance; and (ii) call the medical assistance providers as you have directed us in writing if we (a) verify the need for such response, or (b) are unable to determine that no response is needed. When a carbon monoxide alarm signal is received, the Center will first attempt to contact the Premises. If there is no answer at the Premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the Premises responds to our call, the Center will notify the fire department if Customer requests Center to do so, and we recommend that everyone vacate the Premises. If no one answers the door for emergency authorities, they may attempt to forcibly enter the Premises, which may result in damage to your door or other entrance. We may modify or discontinue any particular monitoring or response service caused by governmental or insurance changes or requirements by giving you written notice. You consent to the tape recording of all telephonic communications between the Premises and our office or the Center. If the Authority 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 monthly fee for such service that will be added to the then current monthly fee. **EMERGENCY RESPONSE:** If you subscribe to key reset response, we agree to provide emergency response to the System and you agree to pay us the emergency response fees. Upon receipt of a signal and verification that no one is at the Premises, we will, if we determine it to be necessary, send the next available employee to the Premises (with keys you have provided us) to reset the System and/or determine the need for repair service. If we find that repair service is needed, you authorize us to do such work and agree to pay our then current prices.

9. **TRANSMISSION LINES.** The System includes a DACT or Panel that sends signals to the Center over your physical network owned and operated by a voice service provider that delivers traditional telephone service via a loop start analog telephone interface ("Managed Voice Service"), Internet service, dedicated cellular service or long range radio. For a Managed Voice Service connection you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Vector recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in the Premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and Vector will not know of the telephone service problem. For Internet service you will provide an always-on connection, however, this type of service does not have provisions for operations when electrical power is unavailable. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will recommend alternate methods of communications available in your geographic location. All communication methods, including Internet, cellular or radio transmissions, may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. Secondary type services can also be interrupted by the same conditions described above and there is no guarantee either service will operate when conditions are not optimal. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of Managed Voice Service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure

feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE MONITORING FACILITY. Additionally, you will conduct follow-up testing to ensure that the System properly communicates with the Center.

10. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms that will constitute a breach of contract by you and we may cancel monitoring and services and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.
11. **AFTER-WARRANTY REPAIR SERVICE.** Unless you subscribe to extended contract repair service, at the end of our NINETY (90) DAY limited warranty we will continue to repair the System and provide parts and supplies on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum visit charge for each repair call. See Section 5.2 of our Limited Warranty on how to get repair service.
12. **CUSTOMER'S DUTIES.** You will instruct all other persons, including employees and other invitees to the Premises (e.g. janitorial staff), who may use the System on its proper testing and use. You will test the security alarm system's protective devices and send test signals to the Center in accordance with manufacturer's instructions. In addition, you shall test smoke and heat detection systems in accordance with the manufacturer's instructions, and shall have the System tested by a qualified service technician at least annually, at your expense. If the security alarm system includes space protection (e.g., dual technology, microwave, infrared, photo-beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, furniture, and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form that will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at the Premises, and other information we may require. You will notify us of any changes in the information set forth on the emergency information form. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our then prevailing prices. You should develop and rehearse an evacuation plan in case of a fire. You will, at your sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System.
13. **SUSPENSION OR CANCELLATION OF SERVICES.** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes, other acts of God, or other such events beyond our control affect the operation of our Center or so severely damage the Premises that continuing services would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our Center or between our Center and the Authority; (iii) you do not pay the services charge due to us, after we have given you ten (10) days' notice that we are cancelled services because of non-payment; (iv) we are unable to provide services because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. Notwithstanding the foregoing, Vector may terminate services for any reason by providing you with thirty (30) days written notice of termination. If services are cancelled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the Panel from the Center and/or enter the Premises to disconnect the alarm system from our monitoring equipment. If services are suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
14. **TERMINATION, DEFAULT.** In the event you are not the owner of the Premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. If you fail to make any payment when due we may discontinue installation, monitoring and services, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. You also agree to pay for any and all collection fees, attorneys' fees and related costs, whether or not this matter is referred to collection and whether or not a suit is filed. We may impose a monthly late fee on all payments more than thirty (30) days past due in an amount equal to one and one-half percent (1 1/2% - 18% per annum) until paid, or the maximum amount permitted by Pennsylvania law, whichever is less. You agree that Sections 17, 18 and 19 survive the cancellation, termination or expiration of this Agreement.
15. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this Agreement to any other security company, financial institution or other entity without notice to you. Upon an assignment to another security company, Vector will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents the Premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly Sections 17 and 18, shall apply to all of the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
16. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION MAY BE AVAILABLE FOR A HIGHER PRICE.
17. **VECTOR IS NOT AN INSURER; LIMITATION OF LIABILITY.** You understand that (a) we are not an insurer of your property or the personal safety of persons in the Premises; (b) you should provide any insurance on the Premises and its contents; (c) the amount you pay to us is based only on the value of the System, other security and life safety products, and services we

provide and not on the value of the Premises or its contents; (d) alarm systems and our monitoring, alarm response and repair service may not always operate properly for various reasons; (e) a CCTV system, access control system, or other security and life safety products may not detect or prevent an unauthorized intrusion onto the Premises or unauthorized activities (including criminal conduct) by persons on the Premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our active or passive negligence, or a failure of the System, other security and life safety products, or services. Therefore, even if a court decides that Vector's breach of this Agreement, or our negligence, or a failure of the System, system design, system programming, installation, monitoring, repair service, alarm response, access control, or any other security and life safety products, or services provided by Vector, caused or allowed any harm or damage (whether property damage, personal injury or death) to occur to you while on the Premises, you agree that our liability shall be limited to a maximum of \$1,000.00, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty, failure to warn or product liability) is used to determine that we were liable for the injury or loss.

18. **THIRD PARTY INDEMNIFICATION AND SUBROGATION WAIVER.** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Vector's breach of this Agreement or a failure of the System, other security and life safety products, or services, (ii) our active or passive negligence, (iii) any other improper or careless activity of ours in providing the System, other security and life safety products, or service, or (iv) a claim for indemnification or contribution, you agree to indemnify, defend and release us from liability with respect to all such third party claims. Among other things, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about the Premises, and that employee or subcontractor solely causes such harm or damages. You agree to a waiver of claims and to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to indemnify and defend us against any such claim. You are responsible to notify your current insurance company of this subrogation waiver and release, and all new insurance companies in the future.
19. **LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL.** Both Vector and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the state courts of record or the courts of the United States located in the district or county where Vector's principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**
20. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. Except as required to provide the services that you have selected, we will not otherwise monitor the Premises. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy>. You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.
21. **THIRD PARTY PORTAL(S):** Should Customer request that Vector register with a vendor or supplier portal or related third party processing company for the submission and payment of invoices, contract management, scheduling, exchange of information or other purposes related to the management of the relationship between Vector and Customer ("Third Party Portal(s)"), and those Third Party Portal(s) require Vector to pay registration or other fees, Customer agrees to reimburse Vector the entirety of the registration or other fees upon receipt of an invoice from Vector. Any terms and conditions of use by the Third Party Portal(s), whether or not accepted by Vector, shall in no way supersede, modify, amend, invalidate, change, add to or subtract from the terms and conditions between Vector and Customer as set forth in this Agreement, or the related Service Fee and payment due date. Customer and Vector intend and agree that the terms and conditions of this Agreement shall solely and exclusively govern the relationship between Customer and Vector for all equipment, services and other matters set forth in this Agreement. Vector shall have no obligation to register with any Third-Party Portal unless the duty of Vector to register is made an express written part of this Agreement.
22. **ENTIRE AGREEMENT; DOCUMENT RETENTION.** The entire and only agreement between you and Vector is written in this Agreement and any applicable Vector attachments. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY ANY VECTOR REPRESENTATIVE.** If you have given or ever give us a purchase order for the System or services that provides for different terms other than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in full force and effect. You agree that this Agreement shall be governed by the laws of Pennsylvania. The interpretation of this Agreement shall not be construed against the preparer of the Agreement. You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as, originals and shall be given the same force and effect as the paper-form originals.
23. **RECEIPT OF COPY; NOTICES TO CUSTOMER.** You acknowledge that you have received a completed copy of all pages of this

Agreement, any required notice to owner form setting forth our mechanic's lien rights, and all attachments. In the event you have subscribed to MyVectorSecurity you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment. Read them before you sign below. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. The city or county in which the Premises is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained, and, therefore, Vector may not begin monitoring until Customer has obtained at Customer's expense all necessary permits or licenses, and provided Vector with the license or permit number.

THIS AGREEMENT WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (i) SIGNED BY ONE OF OUR MANAGERS; OR (ii) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY VECTOR'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 33221, 14-063, 905947, 904141; AL AESBL 817, 44814, A-0805; AR E 2005 0104, 0179570420; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI C 35426; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601206858; NC 25467-SP-LV, 528676 – CSA; ND 37153; NJ P00863, NJ Fire Alarm Business Lic. # 34FA000147300, Burglar Alarm Business Lic. 34BA00192401, NJ Locksmith Business Lic., # 34LS00070600, NJ FBL Lic. 34AL00000400, 13VH00292300, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 354514, 17-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK 559; OR 194571; PA 004997, Philadelphia 16843; RI 4794, 2903, 30394, AFC-9185; SC BAC 5590, FAC 3419; TN 00000444, 1341, 1551, 1552; TX B11645, ACR-1768; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348, WA VECTOSI957PE; WV WV043469; WY LV-A-18634. In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612, (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License information additionally available at www.vectorsecurity.com.

VECTOR SECURITY, INC.

B: *np Gayleenne Loftus*
D10C545D653042A

(Vector Sales Representative)

Approved By:

(Vector Authorized Representative)

CUSTOMER

[Handwritten Signature]

Ashrafata County Commissioners
25 West Jefferson Street
Jefferson, OH 44047-1092

6-28-22

DATE SIGNED



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:	
Customer #	_____
Site #	_____
CS #	_____

RIDER

This Rider amends and is incorporated into that certain Commercial Agreement dated, May 17th 2022 (the "Agreement") between Vector Security, Inc. ("Vector") and Ashtabula County Court House ("Customer", "you", or "your") for equipment and/or services for the premises at:

- | | |
|---|--|
| <p>1. Premises Address:
Ashtabula County Court House
25 W Jefferson St

Jefferson OH 44047
Premises Agent: David Thomas
Premises Agent Tel. No: (440) 576-3316</p> | <p>2. Billing Address:
Ashtabula County Commissioners
25 W Jefferson St

Jefferson OH 44047
Billing Agent: David Thomas
Billing Agent Tel. No: (440) 576-3316</p> |
|---|--|

The parties agree to the following equipment and/or services, and/or changes in equipment and/or services, for the alarm system(s) ("System") described in the Agreement. Capitalized terms used in this Rider (the "Rider") that are not otherwise defined in this Rider shall have the meanings set forth in the Agreement.

3. System: New Add on

4. (1) all rights of Vector Security to indemnification are waived: (2) any reference to venue is deleted: (3) warranty shall be for a period of one (1) year; and (4) include the following language regarding limitation of liability: "ANY LIMITATIONS ON VECTOR'S LIABILITY REFERENCED IN SECTIONS 4 AND 18 OF THE COMMERCIAL PURCHASE AND SERVICES AGREEMENT SHALL NOT APPLY TO ANY LOSSES, DAMAGES AND EXPENSES INCURRED BY YOU WHICH ARE SOLELY AND DIRECTLY CAUSED BY VECTOR WHILE ITS EMPLOYEES ARE PHYSICALLY ONSITE PERFORMING SERVICES." ANY LIMITATIONS ON VECTOR'S LIABILITY REFERENCED IN SECTIONS 4 AND 18 OF THE COMMERCIAL PURCHASE AND SERVICES AGREEMENT SHALL NOT APPLY TO ANY LOSSES, DAMAGES AND EXPENSES INCURRED BY YOU WHICH ARE SOLELY AND DIRECTLY CAUSED BY VECTOR WHILE ITS EMPLOYEES ARE PHYSICALLY ONSITE PERFORMING SERVICES." Office Entrance 1Door Controller Back up power supply 1Electronic Strikes 1Card Readers All programming will be done at the sheriffs office with the remainder of the courthouse

5. Schedule of Protection:

QTY.	ITEM CODE	DESCRIPTION	LOCATION	PRICE
1		Existing Panel	KERI PXL	\$0.00
1	EQUIPT	see proposal dated 5/12/2022		\$3,802.00

NOTE: Zone information may change to conform with the actual installation of components.

6. AUDIO AND VIDEO CAPABILITIES. A System that is enhanced with audio capability may additionally enable Vector and/or you to record, store and review audio communications from in and/or outside of the Premises. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and audio communications transmitted to our Center from the System at the Premises. Customer acknowledges and agrees that in the event of recording, storing, and review of audio communications that are not transmitted to our Center from the System at the Premises, Vector will not know that you have recorded, stored, and/or reviewed such communications. **DEPENDING ON THE STATE IN WHICH THE PREMISES IS LOCATED, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS.** Customer shall (i) not use or permit the use of any System with video or audio capabilities in any location where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy.

7. VIDEO VERIFICATION SERVICES. If Customer subscribes to Video Verification Services, upon receipt of a burglar alarm signal or other predetermined trigger, the Center will attempt to view certain recorded video or live video to determine, in its sole discretion, whether an emergency condition exists on the video transmission and, if so, Vector will attempt to notify the police and then Vector will attempt to contact the first person on your emergency call list to advise that the police have been notified. In order to reduce false alarms, Vector may, in its sole discretion, first attempt to contact the first person on your emergency call list to verify whether or not an emergency condition requiring police response exists, and if there is no answer or the person contacted indicates that an emergency condition exists, Vector will attempt to notify the police department. Vector may, in its sole discretion, use software or other technologies to determine, in its sole discretion, whether an emergency condition exists. If otherwise requested through written directives by Customer and accepted by Vector, Center will attempt to provide alternative response services for Video Verification Services as directed in writing by Customer. If Customer subscribes to Event Interaction Services for Video Verification, in the event Center views certain recorded video or live video and determines, in its sole discretion, that an emergency condition exists on the video transmission, Center will attempt to take certain additional actions, which may include but is not limited to communicating with individuals present at the Premises, to conform to written directives provided by Customer and accepted by Vector.

8. REMOTE VIDEO MONITORING SERVICES. If Customer subscribes to Remote Video Monitoring Services, Center will attempt to view certain

live video from the video cameras equipped for Remote Video Monitoring Services and installed at the Premises at predetermined intervals and attempt to provide response services in accordance with Vector's standard operating guidelines for Remote Video Monitoring Services, as may change from time-to-time in Vector's sole discretion, unless Customer provides Vector with alternative written directives that are accepted by Vector. Unless otherwise expressly agreed upon through written directives provided by Customer that are accepted by Vector, Center will not attempt to notify the Authority as a result of any video transmission viewed by Center for Remote Video Monitoring Services. If Customer subscribes to Event Interaction Services for Remote Video Monitoring, in the event Center views certain live video from the video cameras installed at the Premises and determines, in its sole discretion, that Event Interaction Services are warranted, Center will attempt to take certain additional actions, which may include but is not limited to communicating with individuals present at the Premises, to conform to written directives provided by Customer and accepted by Vector.

9. NOTIFICATION AND SELF-MONITORED SERVICES. If you have subscribed to monitoring services, you acknowledge and agree that monitoring provided by Vector's monitoring facility is provided only for the devices that are a part of the monitored alarm system and connected to Vector's monitoring facility or made temporarily accessible to Vector's monitoring facility. Vector does not monitor your access to any web-based or mobile application related to the System (including notifications sent from such web-based or mobile application), installed video cameras at the Premises connected to a remote video viewing network, or to any devices that are not connected to Vector's monitoring facility (including without limitation any sensor device provided for Self-Monitored Mobile Notifications that provides you notifications through a mobile application for a standalone sensor device not connected to Vector's monitoring facility) and will not know that you have activated and are using such services.

10. CONTACTING CUSTOMER. You expressly authorize Vector to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with Vector, including, without limitation, communications about your alarm system, the Agreement, the services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your alarm system or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization for marketing communications by an email sent to marketing@vectorsecurity.com, or by a signed writing mailed return receipt to: Marketing Opt-Out, 2000 Ericsson Drive, Warrendale, PA 15086.

11. PRIVACY POLICY. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy>. You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.

12. ALARM.COM TERMS. In the event you have subscribed to MyVectorSecurity services, or any other Alarm.com services, you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment.

13. AGREEMENT; NOTICES. All of the terms, covenants and conditions of the Agreement by and between Vector and Customer shall remain in full force and effect, except as expressly modified by this Rider. Customer acknowledges and agrees that this Rider and the equipment and services performed hereunder are subject to and provided pursuant to the Agreement and particularly those sections which set forth Vector's maximum liability, right to indemnification, waiver of subrogation and waiver of jury trial and limitation on actions in the event of any loss or damage to Customer or anyone else.

THIS RIDER WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (I) SIGNED BY ONE OF OUR MANAGERS OR (II) WE PROVIDE THE EQUIPMENT OR COMMENCE THE SERVICES DESCRIBED ABOVE.

[Remainder of page intentionally left blank. Signature page follows.]

[Signature Page of Rider]

VECTOR SECURITY, INC.

CUSTOMER

DATE SIGNED

By: *Gayleenne Loftus*
D10C545D653042A

(Vector Sales Representative)

[Handwritten Signature]

6-28-22

Approved By:

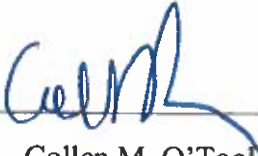
Ashtabula County Commissioners
25 West Jefferson Street
Jefferson, OH 44047-1092

(Vector Authorized Representative)

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 33221, 14-063, 905947, 904141; AL AESBL 817, 44814, A-0805; AR E 2005 0104, 0179570420; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI C 35426; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601206858; NC 25467-SP-LV, 528676 – CSA; ND 37153; NJ P00863, NJ Fire Alarm Business Lic. # 34FA000147300, Burglar Alarm Business Lic. 34BA00192401, NJ Locksmith Business Lic., # 34LS00070600, NJ FBL Lic. 34AL00000400, 13VH00292300, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 354514, 17-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK 559; OR 194571; PA 004997, Philadelphia 16843; RI 4794, 2903, 30394, AFC-9185; SC BAC 5590, FAC 3419; TN 00000444, 1341, 1551, 1552; TX B11645, ACR-1768; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348; WA VECTOSI957PE; WV WV043469; WY LV-A-18634. In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612, (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License information additionally available at www.vectorsecurity.com.

Vector Security Commercial Purchase and Service Agreement
Treasurer's Office – Access Control System Purchase
Matter 2022-CON-0048

Approved as to Legal Form Only:

By: 
Collen M. O'Toole
Ashtabula County Prosecutor

Date: 052422

Treasurer



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:	
Customer #	_____
Site #	_____
CS #	_____

COMMERCIAL PURCHASE AND SERVICES AGREEMENT

THIS AGREEMENT is made this May 17th 2022 by and between Vector Security, Inc., a Pennsylvania Corporation ("Vector") and Customer Ashtabula County Court House.

Location of Customer's Premises ("Premises"):

Ashtabula County Court House
25 W Jefferson St

Jefferson, OH 44047

Phone: (440) 576-3316

Email: mjhebebrand@ashtabulacounty.us

Customer's billing address to which invoices from Vector are to be sent will be considered the same as the Premises address listed above unless a different billing address is listed directly below. If payment through Electronic Funds Transfer ("EFT")/Automated Clearing House ("ACH") or Credit Card is selected below. Customer shall separately provide Vector the applicable billing address for such payment.

Billing Address:

Ashtabula County Commissioners
25 W Jefferson St

Jefferson, OH 44047

Phone: (440) 576-3316

This Agreement is written in plain language and Customer is sometimes referred to as "you", "your", or "Buyer", and Vector is sometimes referred to as "we," "our," "us," "Vector" or "Seller."

New Owner (C.O.E.), Previous Owner's Name:

WORK TO BE PERFORMED:

- New Installation
- Upgrade
- Prewire w/ completion
- Take Over
- Prewire Only
- Other

SERVICES TYPE:

- Monitoring
- Extended Contract Repair Service
- Lease of System
- Emergency Response
- O/C Unsupervised*
- O/C Supervised*
- O/C Reports Internet*
- O/C Reports Mailed*
- Secure Trac
- My Vector Security

MONTHLY AMOUNT

Plan:

-
-
- Bundled Package of above-selected services

*Open and Close Reports

During the term of this Agreement, Customer agrees to pay for the following items through EFT/ACH or Credit Card and has provided Vector with information necessary for this purpose:

Activation Fee (one-time fee)

Sales/Installation Price (one-time fee)

Services (recurring fee)

* By providing your e-mail address you are agreeing to receive marketing and promotional material from Vector, including special offers, free tips and advice, news alerts, newsletters and/or new product information. If you do not wish to receive marketing and promotional material at this e-mail address please check the box below.

I do not wish to receive marketing and promotional material from Vector.

TERMS AND CONDITIONS FOR COMMERCIAL PURCHASE AND SERVICES AGREEMENT

1. SALE, INSTALLATION AND SERVICES. (check one)

We will sell and install, provide warranty and after-warranty repair service, and provide the other services selected for the system(s) (individually or collectively the "System" or "Sold System") selected and described on the attached Rider. You acknowledge and understand that monitoring is provided only for the monitored alarm system, and shall not be provided for access control system or video equipment unless otherwise agreed upon pursuant to Vector's separate addendum.

We will take over a system previously installed at the Premises (individually or collectively the "Customer System" or "System"). We will: (i) if necessary, install a digital alarm communicator transmitter ("DACT") or a control panel which contains a DACT (the "Panel"), (ii) install other equipment listed on the attached Rider, and (iii) connect your existing system to Vector's monitoring facility (the "Center") and then provide the services selected for the System and/or described on the attached Rider. Any and all existing components, equipment, and/or wiring which we connect to is not covered by our limited warranty in any respects, and unless specifically requested by and paid for by Customer, and therefore, it will not be tested, evaluated, or inspected by Vector unless you expressly request us to do so. You acknowledge and understand that monitoring is provided only for the monitored alarm system, and shall not be provided for access control system or video equipment unless otherwise agreed upon pursuant to Vector's separate addendum.

2. PRICE; PAYMENT.

2.1 SALES/INSTALLATION PRICE. THE TOTAL SALES/INSTALLATION PRICE FOR THE SYSTEM IS \$0.00, PLUS TAX IF APPLICABLE; DEPOSIT DUE NOW \$0.00, BALANCE WHEN THE SYSTEM IS COMPLETED \$0.00, PLUS TAX IF APPLICABLE; CONNECTION FEE FOR CUSTOMER SYSTEM, PREPAID MONITORING SERVICE DUE NOW \$0.00. We may elect not to start to monitor or provide other services until the sales/ installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and services, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the maximum amount permitted by Pennsylvania law. We may file a mechanic's lien if you fail to pay the entire sales price.

2.2 SERVICES FEE. For monitoring and other services selected, your monthly payment is \$29.17 ("Services Fee"), starting on the first day in which monitoring and/ or other services begin. At our sole discretion, the billing cycle may prorate the monthly charges for the months in which services begin and end. Payments for services are due upon receipt of our invoice. If EFT or credit card is selected, you will authorize periodic debits to your bank account or credit card, without recourse, as stated above for payment of services. If an EFT or credit card payment is dishonored, you will pay for the services within five (5) days of us giving you notice of the payment failure.

2.3 INCREASE IN SERVICES FEE. You acknowledge that the Services Fee includes applicable third-party charges but does not include existing federal, state, and local taxes. Depending on the state in which the Premises is located, you may also be obligated to pay certain taxes in addition to the Services Fee. We shall have the right, at any time, to pass-through to you any additional or increased taxes, licenses, permits, or fees which we may incur or be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may increase the Services Fee for any renewal term by giving you sixty (60) days prior notice.

3. TERM. The initial term of this Agreement shall end three (3) years from the above-mentioned date of this Agreement. This Agreement will automatically renew for successive one (1) year terms, or the longest period of time permitted by applicable state law absent additional notice to the Customer, unless cancelled by either of us in writing at least thirty (30) days before the end of the initial term or any renewal term.

4. LIMITATION OF LIABILITY; INDEMNIFICATION. SECTION 17 OF THIS AGREEMENT LIMITS OUR LIABILITY TO A MAXIMUM OF \$1,000.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM, OR OTHER SECURITY AND LIFE SAFETY PRODUCTS, FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. IN ADDITION, SECTION 18 REQUIRES THAT YOU INDEMNIFY US IN CERTAIN SITUATIONS. YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO TALK TO OUR SALES REPRESENTATIVE ABOUT THESE LIMITATIONS. YOU UNDERSTAND THAT THE MEDICAL EMERGENCY FEATURE OF THE SYSTEM IS NOT A BURGLAR OR FIRE ALARM AND CAN ONLY BE ACTIVATED MANUALLY, AND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE. YOU HAVE SELECTED THE SYSTEM, OTHER SECURITY AND LIFE SAFETY PRODUCTS, AND SERVICES WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. IF YOU WISH, YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE TO US. IF YOU ARE INTERESTED IN THIS OPTION, PLEASE CONTACT US FOR FURTHER INFORMATION. IF YOU ELECT THIS OPTION, WE WILL ATTACH A RIDER TO THIS AGREEMENT THAT WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT WE ARE AN INSURER.

5. LIMITED WARRANTY.

5.1 WHAT IS COVERED: FOR NINETY (90) DAYS AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY PART OF THE SYSTEM WE DETERMINE IS DEFECTIVE WITHOUT ADDITIONAL CHARGE TO YOU. WE CAN USE NEW OR USED PARTS OF THE SAME QUALITY, AND WE MAY KEEP ANY REPLACED PARTS. FOR A CUSTOMER-OWNED SYSTEM, THIS WARRANTY ONLY APPLIES TO THE PANEL AND OTHER EQUIPMENT INSTALLED BY US AND NOT THE CUSTOMER-OWNED EQUIPMENT.

5.2 HOW TO GET REPAIR SERVICE: CALL OR WRITE US AT OUR CUSTOMER SERVICE DEPARTMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE REPAIR SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL SERVICE HOURS EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES AT OUR PREMIUM LABOR RATE.

5.3 WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY UNDER THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES THAT WE WILL PROVIDE TO YOU AND YOU

AGREE TO PAY FOR AT OUR PREVAILING RATES. PROPER DISPOSAL OF ALL BATTERIES IS THE SOLE DUTY OF CUSTOMER. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, MISUSE OR ABUSE OF THE SYSTEM, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT IF WE DETERMINE THAT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION EXISTS. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

5.4 DISCLAIMER. VECTOR ASSUMES NO OBLIGATION, EXPRESS OR IMPLIED, TO PROTECT OR MONITOR THE SECURITY OF CUSTOMER'S NETWORK, SYSTEMS OR DATA FROM UNAUTHORIZED ACCESS, OR TO MONITOR OR PREVENT ANY BREACH OF THE SAME. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE RISKS ASSOCIATED WITH CUSTOMER'S NETWORK, SYSTEMS OR DATA, INCLUDING THAT ANY TRANSMISSION TO OR FROM CUSTOMER'S NETWORK, SYSTEMS OR DATA IS NOT SECURE, RELIABLE, PRIVATE OR CONFIDENTIAL AND THAT ANY SUCH TRANSMISSION COULD BE SUBJECT TO INTERCEPTION, LOSS OR ALTERATION.

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

- 6. INSTALLATION OF THE SYSTEM.** You will permit us to install the System, including the DACT or Panel, during our normal business hours and you will give us uninterrupted access to the Premises. You warrant that you have full authority from the owner and/or other person in control of the Premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the DACT, Panel, control panel, keypads, audible devices, and all protective devices will be installed. If the burglar alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the Premises (such as fixing loose doors, broken windows, sprinkler valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide the proper environment for the System as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You will provide us, in writing, with the name of any insurance rating bureau (e.g. Factory Mutual) who may have jurisdiction for the system. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the Premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete installation of the System, you and our representative will inspect it. If something is missing or not properly installed, you will advise us in writing within ten (10) days; otherwise the System will have been accepted by you.
- 7. U.L. CERTIFICATES.** In the event the System is U.L. certificated, you agree to pay us, in addition to the amounts set forth in Section 2, our prevailing price for issuing renewal certificates as they become due. In the event we send an alarm responder to an alarm activation at your U.L. certificated site, and there is no physical evidence of an actual emergency condition, you agree to pay us for each such response at our then prevailing alarm response rate. U.L. certificated systems are installed pursuant to the requirements of U.L. for the stated class and grade as of the date of installation, and if, after the installation, U.L. adopts new or different specifications for the certificate issued, we agree to perform all work, services, and provide all equipment necessary to bring the System into compliance with the new or different U.L. requirements and you agree to pay for such work, services, and equipment at our then prevailing rates.
- 8. ALARM SYSTEM MONITORING SERVICE; RESPONSE.** If you have subscribed to monitoring service, we shall connect the System(s) to the monitoring facility (the "Center"). You acknowledge and agree that monitoring is provided only for the monitored alarm system, and shall not be provided for video equipment. Center does not monitor your access to installed video cameras at the Premises that are connected to a remote video viewing network, and will not know that you have activated and used this service. A System that is enhanced with audio capability may additionally enable Vector and/or you to record, store and review audio communications from in and/or outside of the Premises. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and audio communications transmitted to our Center from the System at the Premises. Customer acknowledges and agrees that in the event of recording, storing, and review of audio communications that are not transmitted to our Center from the System at the Premises, Vector will not know that you have recorded, stored, and/or reviewed such communications. DEPENDING ON THE STATE IN WHICH YOU ARE LOCATED, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS. Customer shall (i) not use or permit the use of any System with video or audio

capabilities in any location where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. In order to reduce false alarms, Vector may use enhanced call verification (2-call verification) for processing burglar alarm signals. If so, when a burglar alarm signal from the alarm system is received, we will first try to telephone the Premises, and if there is no answer then will try to telephone the first person on your emergency call list to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Vector will attempt to notify the police department. Vector will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Company will attempt to notify the police department, fire department, or other emergency personnel ("Authority") and the first available person on the emergency call list. For a hold-up alarm or duress alarm, if Company receives an abort message from a person on the premises or electronically from the System prior to notifying the Authority, Company will not notify the Authority of the alarm, or, if Company receives an abort message from a person on the premises or electronically from the System after notifying the Authority, Company will attempt to rescind the notification. For a fire alarm, if Company contacts the first available person on the emergency call list and is informed that the fire alarm signal was a false alarm, the Center will attempt to contact the fire department and alert the fire department of the false alarm, but Center will not cancel or attempt to rescind the notification of the fire alarm signal to the fire department. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list you give us, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding, in which event the Center will not initially notify the Authority and shall only attempt to notify Customer or a Customer-designated representative, and dispatch its response personnel if Customer has subscribed to such response service. If you or your representative or our response agent who physically inspects the Premises advises the Center that an actual emergency condition exists, the Center will attempt to notify the Authorities. When a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify the Authority. Upon receipt of a medical emergency signal, our sole responsibility will be to (i) first call the Premises to verify the need for assistance; and (ii) call the medical assistance providers as you have directed us in writing if we (a) verify the need for such response, or (b) are unable to determine that no response is needed. When a carbon monoxide alarm signal is received, the Center will first attempt to contact the Premises. If there is no answer at the Premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the Premises responds to our call, the Center will notify the fire department if Customer requests Center to do so, and we recommend that everyone vacate the Premises. If no one answers the door for emergency authorities, they may attempt to forcibly enter the Premises, which may result in damage to your door or other entrance. We may modify or discontinue any particular monitoring or response service caused by governmental or insurance changes or requirements by giving you written notice. You consent to the tape recording of all telephonic communications between the Premises and our office or the Center. If the Authority 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 monthly fee for such service that will be added to the then current monthly fee. EMERGENCY RESPONSE: If you subscribe to key reset response, we agree to provide emergency response to the System and you agree to pay us the emergency response fees. Upon receipt of a signal and verification that no one is at the Premises, we will, if we determine it to be necessary, send the next available employee to the Premises (with keys you have provided us) to reset the System and/or determine the need for repair service. If we find that repair service is needed, you authorize us to do such work and agree to pay our then current prices.

9. **TRANSMISSION LINES.** The System includes a DACT or Panel that sends signals to the Center over your physical network owned and operated by a voice service provider that delivers traditional telephone service via a loop start analog telephone interface ("Managed Voice Service"), Internet service, dedicated cellular service or long range radio. For a Managed Voice Service connection you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Vector recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in the Premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and Vector will not know of the telephone service problem. For Internet service you will provide an always-on connection, however, this type of service does not have provisions for operations when electrical power is unavailable. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will recommend alternate methods of communications available in your geographic location. All communication methods, including Internet, cellular or radio transmissions, may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. Secondary type services can also be interrupted by the same conditions described above and there is no guarantee either service will operate when conditions are not optimal. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of Managed Voice Service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure

feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE MONITORING FACILITY. Additionally, you will conduct follow-up testing to ensure that the System properly communicates with the Center.

10. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms that will constitute a breach of contract by you and we may cancel monitoring and services and seek to recover damages. You will pay any false alarm line, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.
11. **AFTER-WARRANTY REPAIR SERVICE.** Unless you subscribe to extended contract repair service, at the end of our NINETY (90) DAY limited warranty we will continue to repair the System and provide parts and supplies on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum visit charge for each repair call. See Section 5.2 of our Limited Warranty on how to get repair service.
12. **CUSTOMER'S DUTIES.** You will instruct all other persons, including employees and other invitees to the Premises (e.g. janitorial staff), who may use the System on its proper testing and use. You will test the security alarm system's protective devices and send test signals to the Center in accordance with manufacturer's instructions. In addition, you shall test smoke and heat detection systems in accordance with the manufacturer's instructions, and shall have the System tested by a qualified service technician at least annually, at your expense. If the security alarm system includes space protection (e.g., dual technology, microwave, infrared, photo-beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, furniture, and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form that will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at the Premises, and other information we may require. You will notify us of any changes in the information set forth on the emergency information form. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our then prevailing prices. You should develop and rehearse an evacuation plan in case of a fire. You will, at your sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System.
13. **SUSPENSION OR CANCELLATION OF SERVICES.** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes, other acts of God, or other such events beyond our control affect the operation of our Center or so severely damage the Premises that continuing services would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our Center or between our Center and the Authority; (iii) you do not pay the services charge due to us, after we have given you ten (10) days' notice that we are cancelling services because of non-payment; (iv) we are unable to provide services because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. Notwithstanding the foregoing, Vector may terminate services for any reason by providing you with thirty (30) days written notice of termination. If services are cancelled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the Panel from the Center and/or enter the Premises to disconnect the alarm system from our monitoring equipment. If services are suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
14. **TERMINATION, DEFAULT.** In the event you are not the owner of the Premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. If you fail to make any payment when due we may discontinue installation, monitoring and services, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. You also agree to pay for any and all collection fees, attorneys' fees and related costs, whether or not this matter is referred to collection and whether or not a suit is filed. We may impose a monthly late fee on all payments more than thirty (30) days past due in an amount equal to one and one-half percent (1 1/2% - 18% per annum) until paid, or the maximum amount permitted by Pennsylvania law, whichever is less. You agree that Sections 17, 18 and 19 survive the cancellation, termination or expiration of this Agreement.
15. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this Agreement to any other security company, financial institution or other entity without notice to you. Upon an assignment to another security company, Vector will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents the Premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly Sections 17 and 18, shall apply to all of the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
16. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION MAY BE AVAILABLE FOR A HIGHER PRICE.
17. **VECTOR IS NOT AN INSURER; LIMITATION OF LIABILITY.** You understand that (a) we are not an insurer of your property or the personal safety of persons in the Premises; (b) you should provide any insurance on the Premises and its contents; (c) the amount you pay to us is based only on the value of the System, other security and life safety products, and services we

provide and not on the value of the Premises or its contents; (d) alarm systems and our monitoring, alarm response and repair service may not always operate properly for various reasons; (e) a CCTV system, access control system, or other security and life safety products may not detect or prevent an unauthorized intrusion onto the Premises or unauthorized activities (including criminal conduct) by persons on the Premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our active or passive negligence, or a failure of the System, other security and life safety products, or services. Therefore, even if a court decides that Vector's breach of this Agreement, or our negligence, or a failure of the System, system design, system programming, installation, monitoring, repair service, alarm response, access control, or any other security and life safety products, or services provided by Vector, caused or allowed any harm or damage (whether property damage, personal injury or death) to occur to you while on the Premises, you agree that our liability shall be limited to a maximum of \$1,000.00, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty, failure to warn or product liability) is used to determine that we were liable for the injury or loss.

18. **THIRD PARTY INDEMNIFICATION AND SUBROGATION WAIVER.** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Vector's breach of this Agreement or a failure of the System, other security and life safety products, or services, (ii) our active or passive negligence, (iii) any other improper or careless activity of ours in providing the System, other security and life safety products, or service, or (iv) a claim for indemnification or contribution, you agree to indemnify, defend and release us from liability with respect to all such third party claims. Among other things, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about the Premises, and that employee or subcontractor solely causes such harm or damages. You agree to a waiver of claims and to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to indemnify and defend us against any such claim. You are responsible to notify your current insurance company of this subrogation waiver and release, and all new insurance companies in the future.
19. **LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL.** Both Vector and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the state courts of record or the courts of the United States located in the district or county where Vector's principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**
20. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. Except as required to provide the services that you have selected, we will not otherwise monitor the Premises. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy> You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.
21. **THIRD PARTY PORTAL(S):** Should Customer request that Vector register with a vendor or supplier portal or related third party processing company for the submission and payment of invoices, contract management, scheduling, exchange of information or other purposes related to the management of the relationship between Vector and Customer ("**Third Party Portal(s)**"), and those Third Party Portal(s) require Vector to pay registration or other fees, Customer agrees to reimburse Vector the entirety of the registration or other fees upon receipt of an invoice from Vector. Any terms and conditions of use by the Third Party Portal(s), whether or not accepted by Vector, shall in no way supersede, modify, amend, invalidate, change, add to or subtract from the terms and conditions between Vector and Customer as set forth in this Agreement, or the related Service Fee and payment due date. Customer and Vector intend and agree that the terms and conditions of this Agreement shall solely and exclusively govern the relationship between Customer and Vector for all equipment, services and other matters set forth in this Agreement. Vector shall have no obligation to register with any Third-Party Portal unless the duty of Vector to register is made an express written part of this Agreement.
22. **ENTIRE AGREEMENT; DOCUMENT RETENTION.** The entire and only agreement between you and Vector is written in this Agreement and any applicable Vector attachments. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY ANY VECTOR REPRESENTATIVE.** If you have given or ever give us a purchase order for the System or services that provides for different terms other than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in full force and effect. You agree that this Agreement shall be governed by the laws of Pennsylvania. The interpretation of this Agreement shall not be construed against the preparer of the Agreement. You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as, originals and shall be given the same force and effect as the paper-form originals.
23. **RECEIPT OF COPY; NOTICES TO CUSTOMER.** You acknowledge that you have received a completed copy of all pages of this

Agreement, any required notice to owner form setting forth our mechanic's lien rights, and all attachments. In the event you have subscribed to MyVectorSecurity you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment. Read them before you sign below. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. The city or county in which the Premises is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained, and, therefore, Vector may not begin monitoring until Customer has obtained at Customer's expense all necessary permits or licenses, and provided Vector with the license or permit number.

THIS AGREEMENT WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (i) SIGNED BY ONE OF OUR MANAGERS, OR (ii) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY VECTOR'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 33221, 14-063. 905947, 904141; AL AESBL 817, 44814, A-0805; AR E 2005 0104, 0179570420; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI C 35426; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601206858; NC 25467-SP-LV, 528676 - CSA; ND 37153; NJ P00863, NJ Fire Alarm Business Lic. # 34FA000147300, Burglar Alarm Business Lic. 34BA00192401, NJ Locksmith Business Lic. # 34LS00070600, NJ FBL Lic. 34AL00000400, 13VH00292300, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 354514, 17-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK 559; OR 194571; PA 004997, Philadelphia 16843; RI 4794, 2903, 30394, AFC-9185; SC BAC 5590, FAC 3419; TN 00000444, 1341, 1551, 1552; TX B11645, ACR-1768; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348; WA VECTOSI957PE; WV WV043469; WY LV-A-18634. In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116. (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209. (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612. (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773. (512) 424-7710. License information additionally available at www.vectorsecurity.com.

VECTOR SECURITY, INC.

B: *mp Gayleenne Loftus*
D10C545D53042A

(Vector Sales Representative)

Approved By

(Vector Authorized Representative)

CUSTOMER

x *A. M. Owens*

Ashabula County Commissioners
25 West Jefferson Street
Jefferson, OH 44047-1092

6-28-22

DATE SIGNED



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:

Customer # _____

Site # _____

CS # _____

RIDER

This Rider amends and is incorporated into that certain Commercial Agreement dated, May 17th 2022 (the "Agreement") between Vector Security, Inc. ("Vector") and Ashtabula County Court House ("Customer", "you", or "your") for equipment and/or services for the premises at:

1. Premises Address:Ashtabula County Court House
25 W Jefferson St

Jefferson OH 44047

Premises Agent: David Thomas

Premises Agent Tel. No: (440) 576-3316

2. Billing Address:Ashtabula County Commissioners
25 W Jefferson St

Jefferson OH 44047

Billing Agent: David Thomas

Billing Agent Tel. No: (440) 576-3316

The parties agree to the following equipment and/or services, and/or changes in equipment and/or services, for the alarm system(s) ("System") described in the Agreement. Capitalized terms used in this Rider (the "Rider") that are not otherwise defined in this Rider shall have the meanings set forth in the Agreement.

3. System: New Add on

4. (1) all rights of Vector Security to indemnification are waived; (2) any reference to venue is deleted; (3) warranty shall be for a period of one (1) year; and (4) include the following language regarding limitation of liability: "ANY LIMITATIONS ON VECTOR'S LIABILITY REFERENCED IN SECTIONS 4 AND 18 OF THE COMMERCIAL PURCHASE AND SERVICES AGREEMENT SHALL NOT APPLY TO ANY LOSSES, DAMAGES AND EXPENSES INCURRED BY YOU WHICH ARE SOLELY AND DIRECTLY CAUSED BY VECTOR WHILE ITS EMPLOYEES ARE PHYSICALLY ONSITE PERFORMING SERVICES." "ANY LIMITATIONS ON VECTOR'S LIABILITY REFERENCED IN SECTIONS 4 AND 18 OF THE COMMERCIAL PURCHASE AND SERVICES AGREEMENT SHALL NOT APPLY TO ANY LOSSES, DAMAGES AND EXPENSES INCURRED BY YOU WHICH ARE SOLELY AND DIRECTLY CAUSED BY VECTOR WHILE ITS EMPLOYEES ARE PHYSICALLY ONSITE PERFORMING SERVICES."

5. Schedule of Protection:

QTY.	ITEM CODE	DESCRIPTION	LOCATION	PRICE
1		Existing Panel	Keri	\$0.00
1		Service Agreement - Access System		\$0.00
1		Inspections - Access System	PM	\$0.00

NOTE: Zone information may change to conform with the actual installation of components.

6. AUDIO AND VIDEO CAPABILITIES. A System that is enhanced with audio capability may additionally enable Vector and/or you to record, store and review audio communications from in and/or outside of the Premises. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and audio communications transmitted to our Center from the System at the Premises. Customer acknowledges and agrees that in the event of recording, storing, and review of audio communications that are not transmitted to our Center from the System at the Premises, Vector will not know that you have recorded, stored, and/or reviewed such communications. **DEPENDING ON THE STATE IN WHICH THE PREMISES IS LOCATED, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS.** Customer shall (i) not use or permit the use of any System with video or audio capabilities in any location where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy.

7. VIDEO VERIFICATION SERVICES. If Customer subscribes to Video Verification Services, upon receipt of a burglar alarm signal or other predetermined trigger, the Center will attempt to view certain recorded video or live video to determine, in its sole discretion, whether an emergency condition exists on the video transmission and, if so, Vector will attempt to notify the police and then Vector will attempt to contact the first person on your emergency call list to advise that the police have been notified. In order to reduce false alarms, Vector may, in its sole discretion, first attempt to contact the first person on your emergency call list to verify whether or not an emergency condition requiring police response exists, and if there is no answer or the person contacted indicates that an emergency condition exists, Vector will attempt to notify the police department. Vector may, in its sole discretion, use software or other technologies to determine, in its sole discretion, whether an emergency condition exists. If otherwise requested through written directives by Customer and accepted by Vector, Center will attempt to provide alternative response services for Video Verification Services as directed in writing by Customer. If Customer subscribes to Event Interaction Services for Video Verification, in the event Center views certain recorded video or live video and determines, in its sole discretion, that an emergency condition exists on the video transmission, Center will attempt to take certain additional actions, which may include but is not limited to communicating with individuals present at the Premises, to conform to written directives provided by Customer and accepted by Vector.

8. REMOTE VIDEO MONITORING SERVICES. If Customer subscribes to Remote Video Monitoring Services, Center will attempt to view certain live video from the video cameras equipped for Remote Video Monitoring Services and installed at the Premises at predetermined intervals and attempt to provide response services in accordance with Vector's standard operating guidelines for Remote Video Monitoring Services, as may change from time-to-time in Vector's sole discretion, unless Customer provides Vector with alternative written directives that are accepted by Vector. Unless otherwise expressly agreed upon through written directives provided by Customer that are accepted by Vector, Center will not attempt to notify the Authority as a result of any video transmission viewed by Center for Remote Video Monitoring Services. If Customer subscribes to Event Interaction Services for Remote Video Monitoring, in the event Center views certain live video from the video cameras installed at the Premises and determines, in its sole discretion, that Event Interaction Services are warranted, Center will attempt to take certain additional actions, which may include but is not limited to communicating with individuals present at the Premises, to conform to written directives provided by Customer and accepted by Vector.

9. NOTIFICATION AND SELF-MONITORED SERVICES. If you have subscribed to monitoring services, you acknowledge and agree that monitoring provided by Vector's monitoring facility is provided only for the devices that are a part of the monitored alarm system and connected to Vector's monitoring facility or made temporarily accessible to Vector's monitoring facility. Vector does not monitor your access to any web-based or mobile application related to the System (including notifications sent from such web-based or mobile application), installed video cameras at the Premises connected to a remote video viewing network, or to any devices that are not connected to Vector's monitoring facility (including without limitation any sensor device provided for Self-Monitored Mobile Notifications that provides you notifications through a mobile application for a standalone sensor device not connected to Vector's monitoring facility) and will not know that you have activated and are using such services.

10. CONTACTING CUSTOMER. You expressly authorize Vector to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with Vector, including, without limitation, communications about your alarm system, the Agreement, the services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your alarm system or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization for marketing communications by an email sent to marketing@vectorsecurity.com, or by a signed writing mailed return receipt to: Marketing Opt-Out, 2000 Ericsson Drive, Warrendale, PA 15086.

11. PRIVACY POLICY. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy>. You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.

12. ALARM COM TERMS. In the event you have subscribed to MyVectorSecurity services, or any other Alarm.com services, you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment.

13. AGREEMENT; NOTICES. All of the terms, covenants and conditions of the Agreement by and between Vector and Customer shall remain in full force and effect, except as expressly modified by this Rider. Customer acknowledges and agrees that this Rider and the equipment and services performed hereunder are subject to and provided pursuant to the Agreement and particularly those sections which set forth Vector's maximum liability, right to indemnification, waiver of subrogation and waiver of jury trial and limitation on actions in the event of any loss or damage to Customer or anyone else.

THIS RIDER WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (I) SIGNED BY ONE OF OUR MANAGERS OR (II) WE PROVIDE THE EQUIPMENT OR COMMENCE THE SERVICES DESCRIBED ABOVE.

[Remainder of page intentionally left blank. Signature page follows.]

[Signature Page of Rider]

VECTOR SECURITY, INC.

CUSTOMER

DATE SIGNED

By: *rep Gaylene Loftus*
D10C545D653042A

(Vector Sales Representative)

X [Signature]

6-28-22

Approved By:

Ashtabula County Commissioners
25 West Jefferson Street
Jefferson, OH 44047-1092

(Vector Authorized Representative)

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 33221, 14-063, 905947, 904141; AL AESBL 817, 44814, A-0805; AR E 2005 0104, 0179570420; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI C 35426; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601206858; NC 25467-SP-LV, 528676 – CSA; ND 37153; NJ P00863, NJ Fire Alarm Business Lic. # 34FA000147300, Burglar Alarm Business Lic. 34BA00192401, NJ Locksmith Business Lic., # 34LS00070600, NJ FBL Lic. 34AL00000400, 13VH00292300, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 354514, 17-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK 559; OR 194571; PA 004897, Philadelphia 16843; RI 4794, 2903, 30394, AFC-9185; SC BAC 5590, FAC 3419; TN 00000444, 1341, 1551, 1552; TX B11645, ACR-1768; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348; WA VECTOSI957PE; WV WV043469; WY LV-A-18634. In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612, (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License information additionally available at www.vectorsecurity.com.



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:	
Customer #	_____
Site #	_____
CS #	_____



MyVectorSecurity

Alarm.com Terms

IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services Vector Security, Inc. ("Dealer") pursuant to an agreement with the Vector Security, Inc. ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A13 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "Materials") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct.

and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lightning, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or government request or order. If the Equipment provided by provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY, EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES. ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT, EXCEPT FOR THE LIMITED

WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUREVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or

Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to *California Code of Civil Procedure section 638 et seq. and 641 through 645.1* or any successor statutes thereto.


A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. It is important that Alarm.com, your Dealer and the central station be able to contact you from time to time. You agree to provide an email address and a contact phone number for this purpose. You consent to receive emails at the email address you provide for any purpose relating to the Dealer Agreement. You also consent to receive information through the Alarm.com mobile app and website. You agree that Alarm.com, your Dealer or the central station may call you at the phone numbers you supply, and that calls may be made using any method, including automatic telephone dialing systems, an artificial or recorded voice, or via text or email messages sent to a wireless device. If your wireless provider charges you for text or email messages, you are responsible for any such charges. You also represent and warrant that when you provide us with a phone number or an email address for yourself or for anyone else that you and any individuals you have included as contacts consent to receive service related text messages, phone calls, emails about your Services during the term of the Dealer Agreement. You must notify us immediately if your email address or phone number changes. You agree to regularly check your email for communications from us. If a third party, such as one of your emergency contacts, makes a claim against Alarm.com in the future stating Alarm.com did not have permission to call, email or send a text message relating to your Services, you agree to indemnify Alarm.com from any such claims.

A13. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

Vector Security Commercial Purchase and Service Agreement
Treasurer's Office – Access Control System Service
Matter 2022-CON-0048

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 052422

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2022, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

4002.001.100-603 not to exceed \$3,977.02

for the remainder of the year 2022 and free from any previous encumbrances.

Agreement Title: Vector agreement with Treasurer.



**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: June 27, 2022