

RESOLUTION APPROVING COMMERCIAL PURCHASE AND SERVICES AGREEMENT AND AMENDMENT WITH VECTOR SECURITY, INC. TO UPGRADE THE ACCESS CONTROL SYSTEM AT THE ASHTABULA COUNTY LAW LIBRARY

WHEREAS, Shara Parkomaki, Ashtabula County Law Librarian, has presented the following agreement and amendment for the approval of this Board; to-wit:

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

Service: Installation of Keri Access Control System at the Ashtabula County Law Library, 91 North Chestnut St., Jefferson, OH 44047

Cost: Not to Exceed \$5,308.63 (\$4,602.00 one-time installation and \$19.63 monthly service fee)

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

WHEREAS, The submitted agreement and amendment have been reviewed by the Board and are found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the agreement and amendment noted above are approved in accordance with the copies 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. 2025-345

August 12, 2025

**RESOLUTION APPROVING COMMERCIAL PURCHASE AND SERVICES
AGREEMENT AND AMENDMENT WITH VECTOR SECURITY, INC. TO UPGRADE
THE ACCESS CONTROL SYSTEM AT THE ASHTABULA COUNTY LAW LIBRARY**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski


Aye

Kathryn L. Whittington

Absent

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.


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio



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

COMMERCIAL PURCHASE AND SERVICES AGREEMENT

THIS AGREEMENT is made this August 5th 2025 by and between Vector Security, Inc., a Pennsylvania Corporation ("Vector") and Customer Ashtabula County.

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

Ashtabula County
91 North Chestnut Street

Jefferson, OH 44047

Phone: _____

Email: jpducro@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 Law Library
25 W Jefferson St

Jefferson, OH 44047

Phone: (440) 645-9363

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:

- | | | |
|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> New Installation | <input type="checkbox"/> Prewire w/ completion | <input type="checkbox"/> Prewire Only |
| <input type="checkbox"/> Upgrade | <input type="checkbox"/> Take Over | <input type="checkbox"/> 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:

- Maintenance Agreement \$19.63
- _____
- 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.

COPY VIEW

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: \$4,602.00, PLUS TAX IF APPLICABLE; DEPOSIT DUE NOW \$0.00, BALANCE WHEN THE SYSTEM IS COMPLETED \$4,602.00, 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 \$19.63 ("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, Vector may increase the Services Fee at any time after the initial twelve (12) months of this Agreement. If Customer is unwilling to pay the increase, Customer must (i) notify Vector in writing and (ii) mail the notice within thirty (30) days of the date of Vector's notice of the increase. If Customer does not timely notify Vector, Customer hereby consents to the increase and all other terms and conditions of this Agreement shall remain unchanged and in full force and effect. In the event Vector receives a notice from Customer indicating unwillingness to pay the increase, Vector may, in its sole discretion, elect to terminate this Agreement upon thirty (30) days written notice to Customer or continue the prior rate and allow this Agreement to remain in full force and effect.

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. 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, Vector 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 Vector receives an abort message from a person on the premises or electronically from the System prior to notifying the Authority, Vector will not notify the Authority of the alarm, or, if Vector receives an abort message from a person on the premises or electronically from the System after notifying the Authority, Vector will attempt to rescind the notification. For a fire alarm, if Vector 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; VIDEO AND AUDIO RECORDING.** 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. A System that is enhanced with audio or video capabilities may enable Vector and/or you to record, access, review, copy, use, disclose, and store (collectively, "Use") audio communications and/or video images from in and/or outside of the Premises. Customer agrees, authorizes and consents, for yourself and on behalf of your designated agents and any other parties present at the Premises at any time, to our Use of any audio communications and video images from the System for the purpose of providing services. **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 USE 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 (including restrooms, changing areas or similar areas); and (ii) not Use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. Any claims alleged to arise in connection with audio communications or video images will be subject to the terms and conditions of this Agreement, including the sections of this Agreement regarding limitation of liability and third-party indemnification. Vector may immediately terminate services if you, in our sole determination, breach this provision.
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) a breach of this Agreement by you or by Vector; (ii) a failure of the System, other security and life safety products, or services, (iii) our active or passive negligence, (iv) any other improper or careless activity of ours in providing the, System, other security and life safety products, or services or (v) 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. If you have subscribed to MyVectorSecurity services that include video or still-photo image cameras viewable by you, no commitment is provided on the period of time quantity of storage that you may view video clips or still-images quantity of storage unless specifically subscribed to by you and expressly set forth in this Agreement. 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 14-0063, 904141; AL AESBL 001, 072, 094, 231, 1640, CONT 44814, A-0329, A-0625, A-0805, A-0820, A-0907; AR CMPY.1495, 0179570424; AZ ROC 218982, 18365-0; CA ACO6152, 914676; DC 65003740, ECS903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159, EF20001268, 178200012008; GA LVA205166, LVA206037, LVA206059, LVA206076, LVU406710; HI CT-27082; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601300475; MS 23481-SC, 15046924, 15046925; NC SP.FA/LV.25467, 1592-CSA, 528676-CSA; ND 37153; NJ FBL 34AL00000400, 13VH00292300, 606936, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 411855, 23-0186; NV 0066031, F437; NY 12000234360; OH 53.50.1081; OK AC559; OR 194571; PA 004997; RI 4794, 2903, 30394, AFC-9185; SC BAC.3221, BAC.5590, BAC.13626, BAC.13696, BAC.13780; TN 444, 1341, 1551, 1552, 1571, 2462, 2465, 2482; TX B11645, ACR-1768, APS-2023744, APS-2132865; UT 4759383-6501; VA DCJS 11-2048, 2705020459; VT T1-02348; WA EC VECTOSI957PE; WV 043469; 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.

By: *mp Jeffrey Richmond*
A694B287485D417...

(Vector Sales Representative)

CUSTOMER

J.P. Duero II
8CC3D2025A6D44F...

DATE SIGNED

8/14/2025

Approved By:

mgr Sharon Greger
45191BAA09F6435...

(Vector Authorized Representative)



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

2000 Ericsson Drive, Warrendale, PA 15086

RIDER

This Rider amends and is incorporated into that certain Commercial Agreement dated, August 5th 2025 (the "Agreement") between Vector Security, Inc. ("Vector") and Ashtabula County ("Customer", "you", or "your") for equipment and/or services for the premises at:

1. Premises Address:
 Ashtabula County
 91 North Chestnut Street

Jefferson OH 44047
 Premises Agent: Shara Parkomaki
 Premises Agent Tel. No:

2. Billing Address:
 Ashtabula County Law Library
 25 W Jefferson St

Jefferson OH 44047
 Billing Agent: J.P. Ducro
 Billing Agent Tel. No: (440) 645-9363

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. The Total Investment above does not include the cost of permits, changes requested by AHJ, drawings and/or submittals that may be included in the final total cost. Permits, engineering, submittals will be passed through as they are charged to Vector Security. Customer may use their own engineer for the drawings. Any changes requested by the AHJ, or County will be quoted as they are required. If you decide to purchase your system, we can schedule your installation upon receipt of a signed agreement a company-issued purchase order and a 25% deposit. Final payment is due upon completion and can be made via cash, company check, or credit card. In order to clarify our respective responsibility, please familiarize yourself with these considerations: Your system requires power to operate, so you will need to provide Vector Security access to a 120V AC receptacle. Your system will be utilizing IP communications for transmission, and you will need to provide us with a static IP address. Any changes in locations or scope of systems will result in re quoting of all systems. No locksmith work is included in this quote and is the customer's responsibility. If electronic door strikes are not functional Vector will provide an additional quote at time of install when detected. All wire is standard non plenum cable. If plenum cable is required Vector can provide a quote for that. Customer will need to provide a mounting board and internet connection for panels. Customers IT department will need to connect with main Keri system and provide IT support for camera system. Term of the agreement is for three years. Installation pricing is based upon non-union labor and will increase if union labor is required. If you would like to have the system installed at some time other than normal working hours, we will be happy to accommodate. Pricing for special installation conditions can be quoted upon a complete understanding of your specific needs. Pricing Terms and Conditions-"The pricing in this proposal ("Proposal") is for informational purposes only and Vector Security ("Vector") is under no obligation to provide equipment or services set forth in this Proposal until a definitive contract ("Contract") for equipment and services identified in this Proposal is signed by Vector and customer ("Customer"). Any estimated pricing contained in this Proposal is based upon the terms and conditions of Vector's standard contract. Unless otherwise expressly set forth in this Proposal, pricing proposed does not include applicable taxes, and an additional tariff and related administrative surcharge fee for equipment may apply. By moving forward with the Contract, Customer acknowledges and agrees that Vector's right to increase pricing is reasonable and that any acceptance of pricing in the Contract is made with full understanding that pricing is subject to change as set forth in the foregoing and in the Contract. This Proposal is provided with the understanding that it will be held in strict confidence by Customer and will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than Customer's internal evaluation of Vector's estimate for equipment and/or services, without Vector's written consent."

5. Schedule of Protection:

QTY.	ITEM CODE	DESCRIPTION	LOCATION	PRICE
1		Access System		\$0.00
1		Service Agreement - Access System		\$0.00
1	EQUIPT	Keri Access Control System		\$4,602.00

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 or video capabilities may enable Vector and/or you to record, access, review, copy, use, disclose, and store (collectively, "Use") audio communications and/or video images from in and/or outside of the Premises. Customer agrees, authorizes and consents, for yourself and on behalf of your designated agents and any other parties present at the Premises at any time, to our Use of any audio communications and video images from the System for the purpose of providing services. **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 USE 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 (including restrooms, changing areas or similar areas); and (ii) not Use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy.

Any claims alleged to arise in connection with audio communications or video images will be subject to the terms and conditions of this Agreement, including the sections of this Agreement regarding limitation of liability and third-party indemnification. Vector may immediately terminate services if you, in our sole determination, breach this provision.

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. RESELLER OF EQUIPMENT. Customer acknowledges and understands that Vector is not a manufacturer and is an authorized reseller of equipment purchased by Customer. As such, pricing for equipment set forth in this Rider is subject to change until the equipment is shipped either to Customer or to Vector for purposes of installation. For equipment purchases placed, but not yet shipped to Customer or Vector, including without limitation equipment purchases backlogged as a result of supply chain issues, pricing is subject to adjustment in Vector's sole discretion in the event of price adjustments from the manufacturer or supplier of the equipment once during each sixty (60) day period following the purchase date of the equipment until such purchase is delivered in full. Vector shall provide Customer with written notice of any increase in price for equipment subject to the foregoing, which may be provided via email.

14. NOTICES; AGREEMENT. Vector may terminate services for any reason by providing you with thirty (30) days written notice. Except as expressly changed by this Rider, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect. Customer acknowledges and agrees that, except as expressly changed by this Rider, 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.]

COPY VIEW

[Signature Page of Rider]

VECTOR SECURITY, INC.

CUSTOMER

DATE SIGNED

Signed By:
By: *rep Jeffrey Richmond*
A694B287485D417...

Signed By:
Q.P. Duro
8CC3D2025A6D44F...

8/14/2025

(Vector Sales Representative)

Approved By:

mgr Sharon Greger
45191BAA09F6435...

(Vector Authorized Representative)

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 14-0063, 904141; AL AESBL 001, 072, 094, 231, 1640, CONT 44814, A-0329, A-0625, A-0805, A-0820, A-0907; AR CMPY.1495, 0179570424; AZ ROC 218982, 18365-0; CA ACO6152, 914676; DC 65003740, ECS903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159, EF20001268, 178200012008; GA LVA205166, LVA206037, LVA206059, LVA206076, LVU406710; HI CT-27082; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601300475; MS 23481-SC, 15046924, 15046925; NC SP.FA/LV.25467, 1592-CSA, 528676-CSA; ND 37153; NJ FBL 34AL00000400, 13VH00292300, 606936, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 411855, 23-0186; NV 0066031, F437; NY 12000234360; OH 53.50.1081; OK AC559; OR 194571; PA 004997; RI 4794, 2903, 30394, AFC-9185; SC BAC.3221, BAC.5590, BAC.13626, BAC.13696, BAC.13780; TN 444, 1341, 1551, 1552, 1571, 2462, 2465, 2482; TX B11645, ACR-1768, APS-2023744, APS-2132865; UT 4759383-6501; VA DCJS 11-2048, 2705020459; VT T1-02348; WA EC VECTOSI957PE; WV 043469; 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

Form # e06ssr Rev 6/11/2025

COPY VENDOR

AMENDMENT TO COMMERCIAL PURCHASE AND SERVICES AGREEMENT

This Amendment to Commercial Purchase and Services Agreement (the "Amendment") is made this ____ day of August, 2025 ("Amendment Effective Date") by and between **Vector Security, Inc.** ("Vector") and Ashtabula County ("Customer") (collectively known as "Customers"). Vector and Customers are sometimes referred to herein each as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, Vector and Customers are parties to that certain Commercial Purchase and Services Agreement and Rider dated August 12th, 2025 ("Agreement");

WHEREAS, the Parties wish to amend certain terms and conditions of the Agreement;

WHEREAS, The Parties recognize that Customer is a county entity, and as such, the restrictions on invalid contract terms and conditions, provided under Ohio Revised Code Section § 307.901, may apply; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 4- LIMITATION OF LIABILITY. INDEMNIFICATION shall be revised as follows:
 - a. The first sentence shall be deleted in its entirety.
 - b. The second sentence shall be revised as follows: "IN ADDITION, SECTION 18 REQUIRES, TO THE EXTENT PERMITTED BY LAW, THAT YOU INDEMNIFY US IN CERTAIN SITUATIONS."
 - c. The last sentence shall be deleted in its entirety.
2. Section 5.1 -LIMITED WARRANTY- WHAT IS COVERED shall be revised to replace the ninety (90) day warranty with a one (1) year warranty. The remainder of Section 5 shall remain unchanged.
3. Section 17- VECTOR IS NOT AN INSURER; LIMITATION OF LIABILITY shall be revised as follows:
 - a. The last sentence shall be deleted in its entirety and replaced with the following:

"Therefore, to the extent permitted by law, 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."
 - b. The following is added to the end of Section 17:

"Neither party shall be liable for indirect, incidental, or consequential loss or damages."
4. Section 18- THIRD PARTY INDEMNIFICATION AND SUBROGRATION WAIVER is deleted in its entirety and replaced with the following:

"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 the extent permitted by law, to indemnify, defend and release us from liability with respect to all such third party claims. Among other things, to the extent permitted by law, you will pay us any amount which a court orders us to pay or which

we reasonably agree to pay. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while on 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 the extent permitted by law, 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, to the extent permitted by law, agree to indemnify and defend us against any such claim.

- 5. Section 19- LIMITATION OF LAWSUITS; VENUE; WAIVER OF JURY TRIAL the second sentence shall be revised as follows:
“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 the Customer is located.”

- 6. All capitalized terms used but not defined in this Amendment shall have the meaning assigned to them in the Agreement. Except as specifically amended by this Amendment, all provisions of the Agreement remain in full force and effect, and the Agreement, as amended by this Amendment, will from and after the date hereof be read as a single integrated document incorporating the changes effected by this Amendment. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. This Amendment may be signed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement through their duly authorized representatives.

ASHTABULA COUNTY

By: J.P. Ducro
Name: J.P. Ducro IV
Title: President
Date: 8-12-25

VECTOR SECURITY, INC.

By: _____
Name: _____
Title: _____
Date: _____

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 2025, 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: 10010.001.105-702.0002 -Supplies/Postage line.

In the amount of \$49,030.80 for year 2025 and free from any previous encumbrances.

Agreement Title: Rental Agreement for Pitney Bowes postage equipment.



Scott Yamamoto, Ashtabula County Auditor

Contact: Lisa Hawkins, Clerk

Date: April 7, 2025