



PROPOSAL: 17332-1-0

PREPARED FOR:
Grand Chester Meadows

,

SUBMITTED TO:

Kayln Robbins
Grand Chester Meadows
5302 Lumly Rd
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PREPARED BY:

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Integrated Security Technologies
Account Manager

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VA DCJS #11-5536

PROPOSAL ISSUED:

7/1/2025

PROPOSAL VALID TO:

8/30/2025

STATEMENT OF WORK

PSA Electronics is know part of the UT/IST Family.

UT to provide a camera system for Stirrup Creek Pool. NVR, 5 cameras and wiring. Existing camera system was removed.

Owner to provide: 110VAC and permits(if necessary).

PROJECT ESTIMATE

Estimate:

QTY	Manufacturer	Part #	Description
1	Speco	n8nrx4tb	8 Channel Recorder
5	Speco	O8T9	8MP IP Turret Camera
3	Windy City Wire	556600-671	Cable, CAT 6, 23/4P, CMP, WHT, RIB, IMP, White / CAT6P-WHT

Investment Summary

Total Equipment	\$6,106.32
Total Labor	\$2,334.00
Total Supplies & Materials	\$230.77
Total Miscellaneous Items	\$931.82
Total Proposal Amount	\$9,602.91

Note: The above price does not include tax

STANDARD TERMS & CONDITIONS

PROJECT CLARIFICATIONS & ASSUMPTIONS

SECTION 1: SCOPE EXECUTION

Integrated Security Technologies, Inc. (hereafter referred to as "IST") agrees to execute the Scope of Work as delineated in the attached Proposal Document. IST will use experienced technicians with hands-on experience with the installed equipment as part of this project.

SECTION 2: PRICING VALIDITY

All pricing stated in this proposal shall remain valid for thirty (30) days from the proposal issuance date.

SECTION 3: ACCEPTANCE AND INVOICING

Acceptance of this proposal may be signified either by signature or by issuing a purchase order. Invoices shall be generated and submitted for payment according to a mutually agreed-upon schedule of values (SOV), based on the completion percentage of stipulated deliverables.

SECTION 4: WORKING HOURS

All services proposed herein will be conducted during standard business hours: **Monday through Friday, 8:00 AM to 5:00 PM**. After-hour work is available at an additional charge.

SECTION 5: CLIENT RESPONSIBILITIES

The Client shall provide a secure staging and storage area for materials relevant to the project.

SECTION 6: AUTOCAD FILES

The Client is responsible for supplying AutoCAD files for creating submittals if required.

SECTION 7: WIRING LIMITATIONS

While IST will make every effort to conceal wiring in finished areas, certain construction conditions may inhibit this. In such cases, IST will communicate the issue to the Client and implement a suitable solution, for which the Client will be responsible for any subsequent patching and painting.

SECTION 8: ELECTRICAL REQUIREMENTS

Unless otherwise specified, the Client is responsible for providing **120VAC Power** per IST and manufacturer specifications.

SECTION 9: IDLE TIME

Idle time incurred by IST personnel due to uncontrollable factors is excluded from this proposal. Any accumulated idle time exceeding one (1) man-hour will be invoiced based on contractual labor rates.

SECTION 10: TAXES

The proposal excludes applicable sales and user taxes, which will be calculated based on the finalized system configuration.

SECTION 11: PERMITTING COSTS

Costs related to securing necessary permits, if applicable, are not included in the proposed price unless otherwise noted.

SECTION 12: EXCLUSIONS

Work involving refurbishment or replacement of poles, junction boxes, cables, conduits, grounding infrastructure, or power infrastructure beyond the scope of this proposal is explicitly excluded.

SECTION 13: SCOPE ALTERATIONS

Data for proposal preparation is based on existing conditions and information available at the time of drafting. Changes to the scope affecting cost and/or operations will necessitate a **change order**. Expedited or updated project schedules may incur additional fees.

SECTION 14: REGULATORY COMPLIANCE

Any alterations to the system design mandated by governmental authorities or the **Authority Having Jurisdiction (AHJ)** may result in adjustments to the contract price.

SECTION 15: LIGHTNING PROTECTION

Equipment provided by IST includes the manufacturer's standard lightning and/or transient protection. IST offers no guarantees against damage due to lightning or line power faults.

SECTION 16: EXISTING EQUIPMENT

IST assumes all existing hardware to be used is in good working order and without defects. Any equipment found to be inoperable will be reported to the Client for further direction.

SECTION 17: PART SUBSTITUTION

IST reserves the right to **substitute parts** if necessary due to supply chain issues. Any part substituted will be of equivalent quality and specification to meet the application's requirements. Any cost impacts will be presented to the Client for approval prior to substitution.

SECTION 18: EQUIPMENT COVERAGE

A **manifestation of a violent or destructive natural force**, such as a lightning strike or earthquake, is not covered under this project or **S.H.I.E.L.D. Support**. This includes, but is not limited to, system outages or issues caused by the Client or another vendor.

SECTION 19: EXCLUSIONS LIST

This proposal explicitly excludes the following unless otherwise stated in the Scope of Work:

- Any equipment, material, or services not detailed above are expressly excluded.
- Removal of doors, frames, and mullions.
- Permit acquisition and special permit drawings.
- Wiring from hinge to lock (unless provided by IST).
- Wiring of automatic door operators and push plates.

- Integration between unlisted systems.
- Painting, patching, or repair of existing surfaces.
- Fire alarm-related equipment and testing.
- High-voltage electrical work.
- Conduit raceways, pathways, or rough-in.
- Lifts or lift rentals.
- Key cylinders for locking hardware.
- IT Hardware.
- Programming of badges and access levels.
- Advanced programming beyond standard configuration.

PROFESSIONAL SERVICE TERMS AND CONDITIONS

1. **Applicability.** These terms and conditions for services (these "Terms") are the only terms that govern the provision of any professional services by Integrated Security Technologies, Inc. ("IST") to the customer identified on the attached proposal or scope of work (the "Customer"). The accompanying Proposal/Scope of Work (the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the proposal, the proposal shall control.

These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms; provided, however, if the customer and IST have a valid, signed and enforceable master services agreement in place (an "MSA") for the same Services contemplated under the proposal, then that MSA shall control to the extent that there is a conflict between these T&Cs and that MSA.

2. **Services.** IST shall provide the services to Customer as described in the proposal (the "Services") in accordance with these Terms and conditions, IST is not required to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the proposal. To the extent that alarm monitoring services shall be provided with the Services, such alarm monitoring services shall be provided by a third-party owned and operated monitoring facility (the "Monitoring Service"). As part of any Monitoring Service, Customer agrees to pay any and all fees, charges and expenses associated with the Monitoring Service, including but not limited to subscription fees, and false alarm charges. Any warranty related to the Monitoring Services shall be provided by the third-party that provides such Monitoring Service. Customer acknowledges that IST does not provide any monitoring services and therefore any failure, omission, or claim resulting from the third-party Monitoring Service is a matter between the Customer and the Monitoring Service. Customer will hold harmless, indemnify and defend IST, its officers, directors, agents and employees from and against all claims, demands, damages, losses and expenses arising from bodily injury or death, property damage, including loss of use, resulting from or caused in whole or in part by the third-party Monitoring Service and waives all rights of subrogation against IST.

3. **Delivery.** All delivery quotes are based on the best information available from the manufacturers and on IST's current inventory at the time of Proposal, which is subject to change. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Customer. Shipments are scheduled after acceptance of an executed order. To the extent existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date, and the Customer is advised of deviations, if any, in the shipping or completion schedule. IST reserves the right to make delivery in installments. IST will not be responsible or liable for any delays or failure in delivery, manufacture, or completion due to: (i) Delays in shipments from manufacturers; (ii) Changes in IST's inventory level between the time of Proposal and receipt of order or signed Contract from the Customer; (iii) Any occurrence or contingency beyond our control.

In the event of a failed or delayed delivery, no remedy (including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other cause) shall be available to Customer, from IST. All shipments will be FOB point of origin. Freight charges will be at Customer's expense and will be added to the price contained herein. For tracking of equipment subject to lease, maintenance, or warranty contracts, IST may attach a IST sticker and/or barcode label to the equipment prior to delivery. If the equipment is not covered by a lease or maintenance contract and you do not want the stickers attached, we must be advised at the time of ordering.

4. **Acceptance, Transfer of Title, Risk of Loss; Equipment Return.** (a) Customer shall be deemed to have accepted the equipment and other products provided by IST ("Products") as follows: (i) For orders including delivery and installation of the products (D&I Orders), Customer's acceptance occurs upon completion of installation and IST's determination that the Product is in operable condition and normal working order; at IST's request, Customer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; (ii) For FOB Orders, Customer's acceptance occurs upon shipment of the Products from IST's shipping point to a Customer's location, which for software may occur by physical shipment, electronic delivery, or notice to Customer that the software is available for download.

(b) Title, risk of loss, and the right to use the equipment shall transfer to Buyer upon the equipment's arrival at Buyer's site; however, acceptance of the equipment shall still be subject to the terms set forth in Subsection (a) above. Under no circumstances will title to any software be transferred hereunder. Equipment that is required to be returned to IST should be returned in the original shipping carton where possible, with shipping charges prepaid.

5. **Third-Party Software End User License Agreements (EULAs).** The products or services provided by IST may incorporate or interact with software, content, data or other materials, including related documentation, that are owned by individuals or other legal entities ("Licensed Software"). Customer acknowledges and agrees to be bound by any respective End User License Agreements ("EULAs") of these third-party software providers. It is the responsibility of Customer to review and comply with these EULAs, as they may impose additional terms and conditions governing the use, distribution, and limitations of such Licensed Software. IST shall not be held liable for any breaches or disputes arising from Customer's failure to adhere to the terms of these third-party EULAs. Customers are strongly advised to carefully read and understand the EULAs associated with any third-party Licensed Software utilized in conjunction with our products or services. Third-party EULAs utilized by IST in the provision of its products and services will be provided upon request.

6. **Performance Dates.** IST shall use reasonable efforts to meet any performance dates specified in the proposal, and any such dates shall be estimates only.
7. **Customer's Obligations.** Customer shall cooperate with IST in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by IST, for the purposes of performing the Services; respond promptly to any IST request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for IST to perform Services in accordance with the requirements of this Agreement; provide such Customer materials or information as IST may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
8. **Customer's Acts or Omissions.** If IST's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, IST shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
9. **Change Orders.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. IST shall, within a reasonable time after such request, provide a written estimate to Customer of the likely time required to implement the change; any necessary variations to the fees and other charges for the Services arising from the change; the likely effect of the change on the Services; and any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 32. Notwithstanding anything contrary contained herein, IST may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the proposal.
10. **Fees and Expenses; Payment Terms; Interest on Late Payments.**

In consideration of the Services provided by IST and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Proposal or associated Statement of Work. All payments shall be made in U.S. dollars.

Unless otherwise specified in the Proposal or Agreement, payments for monitoring and maintenance Services are due annually in advance.

All invoiced amounts are due within thirty (30) days from the invoice date. If payment is not received within 30 days of the due date, IST may any, or all, the following:

(i) charge interest on the overdue amount at a rate of three percent (2%) per month or, if lower, the maximum amount permitted under applicable law, from the due date until full payment is actually received; and

(ii) suspend performance of all Services until full payment is made.

11. **Taxes.** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.
12. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of IST in the course of performing the Services, including any items identified as such in the proposal (collectively, the "Deliverables") except for any Confidential Information of Customer or Customer materials shall be owned by IST. IST hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.
13. **Confidential Information.** In the event that a Non-Disclosure Agreement ("NDA") between IST and the Customer exists, such NDA shall control all Confidential Information (as defined below). In the absence of an existing NDA, the parties agree that all non-public, confidential or proprietary information of IST, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by IST to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of IST. Confidential Information does not include information that is: in the public domain; known to Customer at the time of disclosure; or rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. IST shall be entitled to injunctive relief for any violation of this Section
14. **Representation and Warranty.** IST represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

IST shall not be liable for a breach of the warranty set forth herein unless Customer gives written notice of the defective Services, reasonably described, to IST within ten (10) days of the time when Customer discovers or ought to have discovered that the Services were defective. Subject to any exclusions set forth in these terms and conditions, IST shall, in its sole discretion, either: repair or re-perform such Services (or the defective part); or credit or refund the price of such Services at the pro rata contract rate.

THE REMEDIES SET FORTH HEREIN SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IST'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.

15. **Disclaimer of Warranties.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14 ABOVE, IST MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (E) WARRANT THAT THE SYSTEMS OR SERVICES IST PROVIDES WILL DETECT, MITIGATE, ELIMINATE, PREVENT, OR AVERT ANY OCCURRENCES OF THE EVENTS OR THREATS THAT SUCH SYSTEMS, OR SERVICES ARE INTENDED TO DETECT, MITIGATE, ELIMINATE, PREVENT, OR AVERT; OR (F) OPERATE UNINTERRUPTED OR ERROR FREE.

16. **Limitation of Liability.** IN NO EVENT SHALL IST BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT IST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL IST'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO IST IN THE TWELVE MONTH PERIOD PRIOR TO THE INCIDENT GIVING RISE TO THE SPECIFIC CLAIM OR LOSS, PURSUANT TO THIS AGREEMENT.
17. **Indemnification; Subrogation.** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury, death, and reasonable attorney's fees associated with pursuing any claim) connected with or resulting from (i) our breach of this agreement, (ii) a failure of the Products or Services, (iii) our negligence, (iv) any other improper or careless activity of ours in providing Services, or (v) a claim for indemnification or contribution, you will pay us (a) any amount which a court or other tribunal orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's 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 are solely caused by that employee or subcontractor. You shall look solely to your insurer for recovery of your loss and hereby waive any and all claims for such loss against us. To the extent permitted by law, you hereby 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 defend us against any such claim. You agree at all times to maintain an adequate insurance policy (or policies) including such endorsements or provisions that the foregoing waiver shall not invalidate coverage.
18. **Exclusions:** The S.H.I.E.L.D. services to be provided by IST pursuant to this Agreement shall not include: (i) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by IST and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the proposal hereto; (ii) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended; (iii) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment; (iv) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from IST's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-IST equipment and devices not supplied by IST; and (v) Electrical work external to the equipment or accessories furnished by IST.
19. **Price Adjustments.** Prices for the Goods or Services listed in in this Agreement shall remain unchanged for twelve (12) months following the Effective Date of the Agreement. IST shall have the right to request a price adjustment during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date

of the Agreement during the term of the Agreement. During this thirty (30) day period, IST may submit a request in writing to Customer for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of IST's control. IST must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. The Customer may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Agreement.

INTEGRATED SECURITY TECHNOLOGIES, INC. RESERVES THE RIGHT TO ADJUST PRICING TO REFLECT ANY INCREASES IN COSTS RESULTING FROM TARIFF CHANGES. ANY SUCH ADJUSTMENTS SHALL BE COMMUNICATED PROMPTLY AND APPLIED IN ACCORDANCE WITH APPLICABLE LAWS AND CONTRACTUAL OBLIGATIONS.

FURTHERMORE, PRICING MAY BE SUBJECT TO INCREASE DUE TO SUPPLY CHAIN DISRUPTIONS, MATERIAL SHORTAGES, LABOR COST FLUCTUATIONS, OR OTHER ECONOMIC FACTORS BEYOND UNLIMITED TECHNOLOGY INC.'S CONTROL. ANY SUCH PRICE ADJUSTMENTS SHALL BE COMMUNICATED PROMPTLY AND IMPLEMENTED IN A MANNER CONSISTENT WITH CONTRACTUAL TERMS AND APPLICABLE REGULATIONS.

20. **Termination.** In addition to any remedies that may be provided under this Agreement, IST may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment; has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
21. **Waiver.** No waiver by IST of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by IST. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
22. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to IST hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; and (d) government order, law, or action. The Impacted Party shall give notice within twenty (20) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
23. **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of IST. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
24. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form

of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

25. **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, the Customer agrees not to directly or indirectly solicit, hire, or engage a UT employee who has been assigned to or has worked with the Customer in connection with this Agreement, without prior written consent from UT.

If the Customer hires or engages such an individual in any capacity, whether as an employee, consultant, or contractor, the Customer agrees to pay UT a one-time placement fee of seventy-five thousand dollars (\$75,000) or seventy-five percent (75%) of the employee's annual salary at the time of hiring, whichever is greater. This fee is intended to compensate UT for the investment made in recruiting, training, and retaining such personnel.

26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

27. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

28. **California Disclosure.** Upon completion of the installation, we will thoroughly instruct you in the proper use of the alarm system. **Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the contractors' state license board, which has jurisdiction to investigate complaints against contractors.**

29. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in New York City, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

30. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the SOW or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) [or email] or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

31. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.

33. **Amendment and Modification.** We may revise and update these Terms and Conditions from time to time in our sole discretion. We will notify you of any changes by posting the new Terms and Conditions on our website

or by sending you an email or other communication. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms and Conditions. If you do not agree to the new Terms and Conditions, you must stop using the Services. No amendment or modification of these Terms and Conditions will be valid or binding on us unless made in writing and signed by our authorized representative.