

Prepared For

HUDSON POLICE DEPARTMENT - HUDSON, OH - PLC, Syntinel, and Intercom System Upgrades

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Prepared By

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Project Site

HUDSON POLICE DEPARTMENT
36 S OVIATT ST
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Dear Lt. Gahagan:

Per our system review, we are providing this proposal to remove the *End of Life* portions of your system:

PLC and I/O System Upgrades:

The main Programmable Logic Controller and I/O located in SEC1 in room 131 are *End of Life*. This poses a serious risk for your Door Control, Intercom, and other associated systems because if one of these parts were to fail, we would not be able to simply install a new part. Your system could be down for several weeks while a solution is designed, purchased, and installed.

We desire to provide a planned and organized solution to minimize system down time and allow you to choose when to take the system down for this upgrade. We will remove the old PLC, install the new equipment, and test the system. We will also provide new Compact Logix I/O with Ethernet Interface cards, extension cables, and power supplies. We will remove the old I/O, install the new I/O in its place and re-terminate all the I/O wiring.

Please note that we must power down the entire system to install the new PLC equipment. You must be prepared to use keys and have additional staff on hand. Please note doors may open unexpectedly and that you should plan to verify that each exterior door is secure once the system is back on line.

Syntinel/Data Logging System Upgrades:

With the upgrade to a new, modern PLC (above), we will provide our Next Generation Control System: **Syntinel**. Our Commander control system software has been a stable product for almost 20 years. However, to meet demands for a system which can provide not only enhanced Control but Integration of a wide array of systems at your facility, a new approach is needed. Syntinel is that new approach.

We will provide two (2) new Syntinel Touchscreen Stations (one to replace existing Commander and one to provide a new control location). Each new Syntinel PCs will be configured with a 22" wide screen LCD Touchscreen. The Syntinel OS will be Windows 11.x and the Wonderware InTouch Graphical User Interface will be upgraded to support Windows 11.x. These new stations will be tested in house with a mock-up of your PLC system to reduce faults and down time at your facility. After testing, the units will be shipped to site, installed and validated.

Please note that the new Syntinel location will require a CAT6 cable to our PLC headend.

We also have included the replacement of your Informer Data Logging/Gatekeeper Server. The new Server will be integrated with your new PLC and Touchscreen based system. Please note that data from the old data logger is not compatible with the new system and will not be migrated. We will provide a new PC with a 22" monitor. We will provide a new 10-port Gigabit managed Ethernet switch to replace your old unit. We will provide two (2) new 16-port Access Control modules. Your existing units, if still operational will be turned over to you.

Lastly, we will provide a Secure Gateway that will allow our Service Department to connect via your internet connection to assist with troubleshooting, upload patches, and make some software upgrades without having to come to site. We will need your IT department's assistance to set up the IP settings. Please note that you will need to provide a CAT6 cable from the Secure Gateway in SEC1 in central control to a network switch with an internet connection.

Intercom System Upgrades

Your existing analog Dukane Intercom system is no longer being made however there is an IP replacement available from Harding. Therefore, we will provide a new Harding DXL system. The upgrade happens primarily in the headend equipment racks and will only slightly change how your staff use the intercom system day to day.

The current Commander Audio Master Station (1 total) will be upgrade to new Voice over IP (VoIP) Master Stations with flush mount mic to work with the new Syntinel Station. A second VoIP Master will be added for the new 2nd Syntinel. These are the only significant change in the field from the previous system. The new Harding DXL system will be fully integrated with the Syntinel Control System just as the Dukane system was.





Due to the age of your intercoms and to make sure you have the best audio quality, we will replace your seventeen (17) intercom stations. We will remove the existing stations, re-terminate the wiring, install the new stations and test.

Please note that we have NOT done a site survey to identify if you have intercoms which are not a 2-gang format. Also, Electrical Contractor rough ins of the original back boxes can vary. The new stations dimensions are 4.5" H x 4.5" W. If any of the openings are larger, you will need to decide whether to fill the opening with security caulk or have us make a custom mounting plate. Lastly, we have not provided new security screws and so if existing ones are unusable, then we will need to charge for additional hardware.

You will need to remove inmates from the area as we work on replacing these intercom stations.

At the headend, the obsolete Dukane talkback master amplifiers and analog relay cards will be removed and replaced with the new Harding controllers and expansion units. The existing intercom stations, paging amps and paging speakers will be rewired to the new equipment by us. We will update the PLC programming to interface to the new Harding DXL system. You will need to make plans to use radios for communication purposes.

We have included labor for documentation updates, PLC program modifications, Syntinel SW Configuration, Data Logging Server updates, Harding System Configuration, Installation, Validation, and Owner training. We have not included pricing for conduit or wire.

To make the upgrade go smoothly, we plan to mockup your new PLC, Syntinel Stations and Intercom system at our shop, validate the system, then ship the system to site. Once on site, our technicians will work with your staff and alert them when we plan to take the system offline. They will also give periodic updates concerning the progress of the upgrade. If all goes well, we plan to have the on-site work done in 2 weeks.

Milestone IP Video System Integration

After the PLC upgrade, we can provide integration to your milestone system from our new Syntinel Touchscreen stations. You may need your IP video vendor to provide an SDK or some other type of license to allow for this integration. We will add the ~20 camera icons to our Syntinel Clients to send call-up information to the Milestone system. You will need your vendor to adjust screens/applications to allow for this call-up.

Equipment and services included:

- (1)..... Compact Logix Processor, w/Ethernet port, and Power Supply
- (1)..... Compact Logix I/O extension cables
- (2)..... Compact Logix Power Supply
- (5)..... Compact Logix 32-point Input card
- (4)..... Compact Logix 32-point Output card
- (2)..... Syntinel Computer (Windows OS 11.x)
- (2)..... 22" LCD Touchscreen
- (2)..... Wonderware upgrade license (version 11.x)
- (1)..... TCSS/Informer Data Logger Server w/22" monitor
- (1)..... Secure Gateway Lite
- (2)..... Access control modules, 16-port
- (1)..... 10-port Gigabit Ethernet Switch, Managed
- (2)..... Harding IP Audio Master Stations with flush mount mic
- (1)..... Harding Intercom Controller with Noise Alarm support
- (2)..... Interface Cable sets
- (17)..... Harding 2-wire Intercom Stations
- (1)..... DXL Administrator Software
- (1 lot)..... Labor, Documentation updates
- (1 lot)..... Labor, PLC program modifications
- (1 lot)..... Labor, Syntinel SW Configuration
- (1 lot)..... Labor, Data Logging Server updates
- (1 lot)..... Labor, Harding System configuration
- (1 lot)..... Labor, Milestone Video Integration





- (1 lot)..... Labor, Removal of old equipment
- (1 lot)..... Labor, Installation of new equipment
- (1 lot)..... Labor, On-site validation
- (1 lot)..... Labor, Owner training
- (1 lot)..... Shipping
- (1 lot)..... Site Trip

Please note that due to unexpected supply chain issues and product availability, your order may be delayed. When we are made aware by our suppliers, product substitutions may be offered. If product substitutions cause a pricing increase, we will provide a quote for the price difference or you can wait for the delayed product to become available.

Exclusions/Clarifications:

- Conduit, wire, fiber, backboxes, installation or terminations unless otherwise noted.
- Wiring in non-inmate areas will not be in conduit.
- Any ladders or lifts we may need for this project.
- Any re-used cable in your facility is your responsibility for its functionality. Additional costs may be incurred if new cabling is needed.
- Removal of abandoned wiring.
- Union labor and/or fees
- Painting, patching & repair work.
- After hours premium labor.
- Permits & inspections by others.
- ADA Compliance.



1 .Purchase Investment Summary

Total:

\$121,110.05

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

AIA / Progress Billing. Payment Terms: Due Upon Receipt.

This proposal is valid for **30** days.

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

Email: chris.allen3@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Securitas Technology Corporation

Company

Address

Chris Allen, Account Executive

Account Representative Name & Title

Securitas Technology Corporation Management

Securitas Technology Corporation Date

Management Signature

Buyer:

HUDSON POLICE DEPARTMENT

Trade, partnership or corporate name if different from above.

36 S OVIATT ST

HUDSON OH 44236

Address

Lt. Kevin Gahagan

Name & Title

Authorized Signature Date

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Technology Corporation (hereinafter STC) and the Buyer (as listed on the attached) when accepted by STC. If the Buyer issues an order instead of executing this Document and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by STC's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Document and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. STC's Proposal is valid for a period of thirty (30) days from the date of the Proposal.

2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers and/or STC's current inventory at the time of Proposal. STC is not responsible for any delays in shipments from manufacturers or changes in STC's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. STC reserves the right to make delivery in installments. STC shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT 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 IT. All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.

3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES.** This Section 3 applies to all items other than services provided to Buyer hereunder. A. **ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At STC's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For shipped Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from STC's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. B. **TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.

4. **PRICES** - The prices stated are exclusive of any transportation charges (except as covered in Section 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities, all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.

5. **PAYMENT** - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off: A. **EQUIPMENT AND INSTALLATION**— Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed Net ten (10) days from invoice date. B. **RECURRING SERVICES** – Billed in advance. **OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the

maximum rate permitted by law, (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.

6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, STC utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, STC will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. STC's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.

7. **DRAWINGS, PROPRIETARY INFORMATION** – A. **Drawings.** Buyer shall provide STC with an electronic version of drawings for the performance of the Services. Buyer shall provide STC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STC to create drawings necessary for the completion of the Services. **PROPRIETARY INFORMATION.** Any drawings, specifications, equipment lists, and all information provided by STC herein (partial or complete) as instruments of service are and shall remain the property of STC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STC on demand or at the end of the project unless specifically purchased from STC or authorized in writing by STC. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to STC. They are not to be reproduced in whole or part without written consent.

8. **AUDIO/VIDEO EQUIPMENT** - If the equipment purchased or leased from STC contains audio monitoring or video equipment, state and federal law requires public notice of the use of this equipment. Buyer will use such equipment in accordance with all applicable laws.

9. **BONDING** - Unless otherwise agreed upon and included in writing in the proposal, STC will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.

10. **OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE** - Any computer application program and/or documentation (collectively "Software") that is provided by STC under this agreement is owned by STC or one of its original equipment manufacturers and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to STC. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.

11. **TERMINATION AND CHANGE MANAGEMENT** – A. A contract may be terminated by the Buyer only if agreed to in writing by STC. If STC agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect STC from loss. B. **Change Management.** Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as

practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. LIMITED WARRANTY AND INDEMNIFICATION – Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify STC and hold STC harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify STC for any damage or loss suffered by STC as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold STC harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the STC, its agents, servants, or employees. STC warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at STC's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of STC, while the system is in the possession of the Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, STC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STC MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

14. INFRINGEMENT INDEMNIFICATION - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. LIMITED LIABILITY - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF

WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

16. OTHER - Governing Law: This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. ELECTRONIC SIGNATURE LAW - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.