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## City of Crete - Police

### Access Control Doors

60291-10-0  
Dated: 5/6/2022

Prepared for:  
Mike Kalkawrf

**Customer:** City of Crete - Police

**Site:** 1945 Forest Avenue  
Crete, NE, 68333-\_\_\_\_\_

**Contact:** Mike Kalkawrf | (402)-826-9766 | mike.kalkwarf@crete.ne.gov



**Proposal #:** 60291-10-0  
**Dated:** 5/6/2022

## Access Control Doors

### Scope of Work

1. Provide and install access control on the two exterior employee entrance doors. The handsets will be replaced with new.
2. Provide and install access control on the Main entry lobby door. Existing lock will be reused.
3. Provide and install access control on the lobby to office area door. Existing lock will be used. The handset will be replaced with new.
4. Provide and install a lock power supply for the additional doors.
5. Customer to provide a network switch port for the main control panel.



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## Schedule of Protection

Estimate			
QTY	Manufacturer	Part #	Description
1	DMP	XR150DNL-G	Control Panel with Dialer and Network
1	ULTRATECH	IM-1270	Battery
4	DMP	734	Single Door Reader Module
4	DMP	330	734 Wiring Jumper Cable
4	HID CORP	40NKS-00-000000	Reader, Signo, Single Gang
2	SEi	SEi Labor	SEi Labor wire into existing locks
2	HES	1500C - 630 (180905)	Hess strike (Exterior Doors)
6	DON JO	70 - 630	Push Plate
3	LSDA	340LE26DSC2-3/4UL	340LE26DSC2-3/4UL Storeroom w/cyl and DL
1	Mier Products	BW99BP	Enclosure with Removable Plate
1	ALTRONIX CORPORATION	AL400ULACMCB	8 Port, 4 Amp Lock Power Supply With Fire Release
2	ULTRATECH	IM-1270	Battery
1	ALTRONIX CORPORATION	LC2	Line Cord
600	Genesis	WG-32061112	22/6 Plenum Shielded Wire
300	Genesis	WG-31141112	18/2 Plenum Non Shielded Wire
20	UNITED ELECRIC SUPPLY	1/2 Conduit With Fittings	1/2 Conduit with Fittings

## Investment Summary

Monthly Recurring	\$40.00
Total Proposal Amount	\$9,725.00

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Brad Armstrong • Sales Manager  
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## Installation and Service Agreement

THIS AGREEMENT is made May 6, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and City of Crete - Police . Location of Customer's premises 1945 Forest Avenue, Crete, NE 68333-

Subject to the terms and conditions hereinafter set forth, SEI agrees to sell, provide installation s ervices, and provide (Hosted Access Control Connect 1, ) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

**Note:**

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEI for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

**Installation Charges:**

Customer agrees to pay SEI the sum of: \$9,725.00 plus tax, if applicable

**Recurring Charges:**

Customer agrees to pay SEI the sum of \$40.00 plus tax, if applicable per month for the lease or purchase of the system. Hosted Access Control Connect 1, included in this proposal, prepaid quarterly (CC/EFT Only) for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

**Electronic Signatures:**

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**

**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEI**

Submitted By: Brad Armstrong

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Crete - Police**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_





## Terms & Conditions

**1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty.

**2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.

**3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

**4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.

**5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.

**6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

**7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.

**8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.

**9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.

**10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.

**11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

**12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.

**13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: \_\_\_\_\_





**A. Transmission of Data, Video or Voice.** Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

**B. Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

**C. SEI as Agent; Revocation; Ratification; Retroactive Date.** Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

**D. Internet Services.** If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

**E. Email Notice.** In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

**F. Suspension of Service.** Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: \_\_\_\_\_





**G. Video Systems.** If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

**H. NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**I. U.L. Certified Systems.** In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. In the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

**J. Right to Subcontract.** SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

**K. Consent to Intercept, Record, Disclose and Use Contents of Communications.** Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

**L. In the Event the System is activated.** If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

**14. Customer's Responsibility to Verify System Function.** It is the Customer's sole responsibility to:

**A. Confirmation of Equipment Compatibility.** Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

**B. Testing of Equipment.** Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

**C. Acknowledgement of Potential Obsolescence.** Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

**D. No Waiver of Breach.** SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

**E. Duties of Parties When Equipment Required By Third Parties.** Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

**F. Key Service.** If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

**15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY.** CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

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**A. RELEASE OF INSURED LOSSES.** CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

**B. WAIVER OF SUBROGATION.** AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

**(C) INDEMNIFICATION.** CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

**16. Inspection; Maintenance; Repair; Takeover Existing Systems.**

**A. Inspection of System and Services.** If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

**B. Periodic Maintenance.** If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

**C. Service on Leased Systems.** If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

**D. Repair.** If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

**E. Limitation of Service Warranty.** SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

**F. Service of Systems Exclusive to SEI.** It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

**G. SEI Service to Existing Systems.** If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

**H. Remote Programming Service.** Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

**17. Applicable Law, Choice of Forum.**

**A. Contractual Limitation of Actions.** All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

**B. Jurisdiction, Venue and Waiver of Jury Trial.** 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 District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. 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. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

**C. Assignability of Agreement.** This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

**D. Credit Investigation Report.** Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

**18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)**

**A. LIMITED WARRANTY OF MATERIAL.** SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

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**B. DISCOVERY OF DEFECT.** IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

**C. LIMITED EXPRESS WARRANTIES.** EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

**19. Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying on any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

**20. Prior Agreements with Others.** Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

**21. Environmental Considerations.** Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

**22. Electronic Media.** Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

**23. Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

**24. Authorization.** SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

**25. Consent to Call Customer and Call List.** Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

**26. Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

**27. Applications.** If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

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