

QUOTATION

PROJECT: CoM Mavis Yard South Mech & Roof renewal

PROPOSAL: 24-MNT-0521

DATE: 5 July 2024

To: Margarita Stephen (margarita.stephen@mississauga.ca)

Re: **Building Automation System Quotation**

Modern Niagara Building Controls is pleased to provide the following **quotation** for the scope of work as defined in the project documents including but not limited to:

- Issued for pre-tender review Mechanical Plans R4 Issued 2024/06/20
- Specification Sections: City of Mississauga standards applicable
- Addenda: NIL

An overview of the scope is as follows:

- Provide Building Automation System (BAS) utilizing the following:
 - Distech ECLYPSE™ Connected BACnet/IP Building Automation Controllers
 - Integrate new HVAC equipments with existing Building Automation Server (1)
- Commissioning, Training, Warranty, as defined in the project documents:
 - Commissioning
 - Complete point-to-point commissioning of all sensors and devices
 - Sequence commissioning and verification with project commissioning team
 - Warranty – 1 year period
- Supply and install of new Direct Digital Controls (DDC) for the following systems:
 - EF-1,10,15,16 (Qty 4)
- Supply and install of Direct Digital Controls (DDC) for the following systems reusing existing controllers:
 - RTU-2,5,6,7,8,10 & 11 (Qty 7)
 - EF-14,17 (Qty 2)
 - Water heater with recirc pump (Qty 1)
- Disconnect all devices and controllers and keep them at safe location for reuse.
Reinstalling & recommissioning using existing devices & wiring on new equipments:
 - RTU-2,5,6,7,8,10 & 11 (Qty 7)
 - EF-14,17 (Qty 2)
 - Water heater with recirc pump (Qty 1)
- Reprogramming for following equipments w.r.t. their heating/cooling stages:
 - RTU-2,5,6,7,8,10 & 11 (Qty 7)
- Disconnect controls wiring for following included:
 - Bypass dampers (Qty 2) and static pressure sensor on 2nd floor
 - Existing RTUs (Qty 7)
 - Existing WH (Qty 1)

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Not Included:

- Mechanical wiring
- Electrical Wiring and Components:
 - Starters (HOA or manual), Disconnects

Total Price

NOTES-

1. EF-3 & 19 are to be controlled via wall toggle switch with pilot light hence not on BAS scope of work.
2. Existing smarts & parts including controllers, panels, transformers and devices shall be reused.
3. **Work to be done in evenings.**
4. **Price to be valid for 60days.**

IMPORTANT NOTICE:

During this unprecedented time, our focus at Modern Niagara is the continued Health & Safety of our employees and their families, our clients, and our community.

The current volatility of the exchange rates, pricing and manufacturing interruptions in the construction industry necessitates we communicate clearly to our clients that Modern Niagara must reserve the right to mutually modify the construction schedule for the project as well as re-confirm any pricing prior to accepting any letters of intent or contracts.

Modern Niagara will not participate in liquidated or consequential damages due to disruptions to business as a result of COVID-19. We are unable to guarantee equipment and material delivery times and therefor can not guarantee schedule. Modern Niagara is committed to taking every available measure to achieve project goals and providing our clients with quality and on time service delivery.

We thank you in advance for your understanding in these extraordinary times.

If you have any questions, we would be happy to discuss any of these items in further detail.

Sincerely,

SNEHA JATTANI

Estimator – Integrated Building Technologies

C: 437-243-5782

E: sjattani@modernniagara.com

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TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become forty five (45) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
7. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
8. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
9. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



ROYAL
 SECURITY SOLUTIONS INC.
 Division of 1246573 Ontario Inc.
 80 Hale Rd #9-10 Brampton, Ontario L6W 3N9
 Tel: 905-840-0522 www.royalsecurity.ca

Estimate

Date	Estimate #
6/19/2024	E16251

Name / Address
THE CORPORATION OF THE CITY OF MISSISSAUGA FINANCE DEPARTMENT 300 CITY CENTRE DRIVE MISSISSAUGA, ON L5B 3C1

Ship To
MAVIS WORKS 3185 MAVIS ROAD MISSISSAUGA, ON L5C 1T7

Terms	Valid Until	Rep	CUSTOMER CONTACT
Net 30	7/19/2024	SV	Raymond

Item	Description	Qty	Amount
	Supply & install SFIC cylinders in existing locks		
	Note: locks to be compatible for SFIC Medeco cylinders		
	2 doors keyed to CROR-TW		
	1 door keyed to 536-A/AD/change key + 5 copies of new key		
33N600006-26-BCDS	Medeco X4 6 Pin SFIC - Sub.	2	
33600006-K-26-7JS	KEYMARK 6-PIN INTERCHANGEABLE CORE - 7J KEYWAY	1	
07-NEWMED	IN-SHOP SERVICE - MASTER/EXISTING KEYING FOR "NEW"	3	
	MEDECO LOCK		
KYB-326600-7J9	*KEYMARK 6-PIN KEY BLANK "7J99"	5	
STAMPING	KEY STAMPING	5	
	SUBTOTAL AS PER OUR ESTIMATE		
LAB-MISSISSAUGA	LABOUR - LOCKS MISSISSAUGA	2	
	REUSE EXISTING SFIC LOCKS		
	HST (ON) on sales		

Subtotal
Sales Tax Total
Total

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GST/HST No. 870921483

IF ANY ADDITIONAL HARDWARE, MATERIAL OR WORK IS REQUIRED FOR THE ABOVE QUOTATION, IT WILL BE CHARGED AS EXTRA. IF YOU HAVE ANY QUESTIONS REGARDING THIS QUOTATION, PLEASE CALL US AT (905) 840-0522. THANK YOU!!!

Prepared For:

MAVIS WORKS - MISSISSAUGA, ON - Main Entry Door Renovations

RAY Grotke
CITY OF MISSISSAUGA
300 CITY CENTRE DR
MISSISSAUGA, ON , L5B 3C1
905-615-3200 ext.5763
raymond.grotke@mississauga.ca

Prepared By:

Securitas Technology Canada Corporation
2495 Meadowpine,
Mississauga ON L5N6C3
Phone : 416.213.7570
3800 Tabs Drive
Uniontown, OH 44685
Gerry Hegarty
COMMERCIAL SECURITY ACCOUNT MANAGER

gerry.hegarty@securitas.com

Project Site:

MAVIS WORKS
3185 MAVIS RD
MISSISSAUGA, ON, L5C 1T7
905-615-3200 ext.5763

CITY OF MISSISSAUGA

MAVIS SOUTH – 3185 MAVIS ROAD

ENTRY DOOR RENOVATION / REPLACEMENT PROJECT

SECURITAS TO ATTEND PRIOR TO DOOR REMOVAL TO REMOVE ALL SECURITY DEVICES FROM DOORS.

WE WILL DISCONNECT CABLES AND LEAVE FOR THE CONTRACTOR TO REMOVE, ALONG WITH ANY CONDUIT.

GC TO PROVIDE ALL NEW ¾" CONDUIT, WHERE REQUIRED, WITH PULL-STRINGS FROM EACH ENTRY DOOR BACK TO SECURITY ACCESS CONTROL PANEL.

SECURITAS TO SUPPLY AND INSTALL NEW SECURITY CABLES FROM ACCESS PANEL BACK TO SECURITY DEVICES AT EACH DOOR.

AS PER THE CLIENT (CITY OF MISSISSAUGA), THE FOLLOWING IS TO BE PROVIDED BY THE GC AND SECURITAS:

GC to provide:

- Conduits for card readers and associated devices
- All Door Hardware, compatible with Medeco X4 cylinders
- New door contacts – supply & install
- New Electric Strikes – supply & install

Securitas to provide:

- Cables for card readers and associated devices
- Access control devices, Card reader, PIR-TREX (reuse existing)
- CX12 relay for Door Card reader door with new Door Operator

ADO and push buttons by others.

All door hardware and associated devices by others, including locksets, electric strikes and keying.

All work quoted for completion during regular business hours.

Conduit, flex, cable trays and fire stop by others.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Camden	CX-12PLUS	1		
8-Mode Relay Door Interface				
Paige	2S1680P6R5	1		
ACCESS CABLE 18/4C+22/3PR OAS+22/4C+22/2C YELLOW CMP 500'				

Labour Schedule

Categories	Hours	Hourly Rate	Extended Sell
Project Supervision	4.00		
Data Entry	1.00		
CAD	2.00		

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
SUBCONTRACTOR INSTALLATION LABOUR			
SECURITY MATERIALS			

Additional Cables and Locks:

SubContracting & Cable Schedule Subtotal:



2 Purchase Investment Summary:

Pricing Breakdown

Material Schedule:

Labour Schedule:

Subcontracting & Cable Schedule:



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

Billing Terms:



100% Upon entry of order by Order Management. 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: gerry.hegarty@securitas.com

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

Client Expected Completion Date: 07-08-2024

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

Seller:

Buyer:

Securitas Technology Canada Corporation

CITY OF MISSISSAUGA

Company

Trade, partnership or corporate name if different from above.

6275 Millcreek Drive

300 CITY CENTRE DR

Mississauga ONL5N 7K6

MISSISSAUGA ON L5B 3C1

Address

Address

Gerry Hegarty, COMMERCIAL SECURITY ACCOUNT MANAGER RAY Grotke

Account Representative Name & Title

Name & Title

Securitas Technology Canada Management

Authorized Signature Date

Securitas Technology Canada Management Signature Date



Proposal 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 Canada Corporation (hereinafter "STCC") and the Buyer (as listed on the attached) when accepted by STCC. 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 STCC'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. STCC's Proposal is valid for a period of thirty (30) days from the date of the Proposal. In the event the Proposal includes a Software Support Agreement ("SSA"), this Document shall remain in force for one (1) year from the effective date of the applicable SSA.

2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers and/or STCC's current inventory at the time of Proposal. STCC is not responsible for any delays in shipments from manufacturers or changes in STCC'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. STCC reserves the right to make delivery in installments. STCC 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. **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 STCC'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 STCC'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, provincial, municipal, territorial or other government tax, including but not limited to sales, use, excise, harmonized, value-added or other similar 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, STCC 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, STCC 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. STCC'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 STCC with an electronic version of drawings for the performance of the Services. Buyer shall provide STCC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STCC to create drawings necessary for the completion of the Services. **PROPRIETARY INFORMATION.** Any drawings, specifications, equipment lists, and all information provided by STCC herein (partial or complete) as instruments of service are and shall remain the property of STCC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STCC on demand or at the end of the project unless specifically purchased from STCC or authorized in writing by STCC. 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 STCC. They are not to be reproduced in whole or part without written consent.

8. **AUDIO/VIDEO EQUIPMENT** - If the equipment purchased or leased from STCC 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, STCC 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 STCC under this agreement is owned by STCC 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 STCC. 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 STCC for which the amount of damages would be unascertainable. Therefore, STCC 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 STCC. If STCC 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 STCC 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, STCC 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 STCC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STCC in writing of its approval or disapproval of the change. If Buyer approves the change, STCC 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 STCC 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 STCC 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 STCC 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 STCC and hold STCC 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 STCC for any damage or loss suffered by STCC as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold STCC 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 STCC, its

agents, servants, or employees. STCC 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 STCC'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 STCC, 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 STCC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STCC's regular service charges will apply. STCC 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. STCC's design efforts are limited to providing the intended results of the design efforts of others. STCC 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 STCC, its officers, directors, agents or employees and occurring while STCC employees are performing service on equipment at Buyer's site.

13. DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, STCC MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, 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 STCC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STCC 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 STCC has received from the manufacturers of the Software and/or systems STCC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STCC 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 STCC 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: Where Buyer is located in the Province of Quebec, it shall be interpreted, enforced and governed under the laws of the Province of Quebec without regard to application of conflicts of laws principles that would require the application of any other law. Where this Agreement is thus governed by laws of the Province of Quebec, any action regarding this Agreement or otherwise brought against STCC



by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Montreal, Quebec. Where this Agreement is entered into with a Buyer located in a Canadian territory or province other than the Province of Quebec, it shall be interpreted, enforced and governed under the laws of the Province of Ontario without regard to application of conflicts of laws principles that would require the application of any other law. Where this Agreement is thus governed by laws of the Province of Ontario, any action regarding this Agreement or otherwise brought against STCC by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Toronto, Ontario. 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 STCC may attach an STCC 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, STCC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STCC if it becomes subject to such sanctions, in which event STCC shall be entitled to immediately terminate this Agreement. English Language: The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise

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.

17. PERSONAL INFORMATION. In the course of providing the services, STCC, its affiliates and/or an unaffiliated service provider may process and/or store information provided by or relating to Buyer, which information may include personal information about Buyer's employees and customers, outside of Canada. Such information would be subject to the laws of the foreign jurisdiction and in certain circumstances foreign courts, law enforcement agencies or regulatory agencies may be entitled to access such information. Buyer is responsible for obtaining any necessary consents required by applicable privacy protection laws in order to permit such processing and/or storage as required in connection with the performance of the services.

18. 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 STCC 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 STCC 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