

**SimplexGrinnell** BE SAFE.

## Pricing Summary/Scope of Work Hidalgo New Office(Old K-mart Location)

**Location : New office Location Old K-mart Building**

**Monitoring**

One time configuration and connection charge  
Monitoring

<u>Quantity</u>	<u>Frequency</u>
1	Each
1	Each

**Total Annual Investment : (Plus Any Applicable Tax)**

**\$1,670.00**

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.



**SUBSCRIBER'S NAME:**

The *Subscriber's* legal name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

**MONITORING ACCOUNT #**

The account number (location address code) given to you by the Monitoring Center.

**ADDRESS:**

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

**CITY:**

City, Township, etc. where the Subscriber is located.

**STATE:**

State in which Subscriber is located.

**ZIP:**

Zip code in which Subscriber is located.

**ALARM PERMIT #**

Required by some Police Departments before they will respond to alarm activations. Usually there is a 4 to 6 week grace period to obtain Alarm Permit, after which time the police will no longer respond until a valid permit for the customer premise is obtained. Check the laws as they pertain to your area. For more information, contact your authority having jurisdiction.

**CUSTOMER NUMBER/SEQUENCE:**

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

**PREMISE TELEPHONE #**

Subscriber's phone number. Used to verify alarm signals and to contact subscriber in the event of alarm malfunction.

**PREMISE FAX #**

Subscriber's fax number, if appropriate.

**CROSS STREET:**

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

**BILLING ADDRESS:**

Subscriber billing address if it is different from the premise address.

**CONTACT / CALL LIST (RESPONSIBLE PARTIES)****KEY:**

Check box if responsible party has keys to Subscriber's premises and is able to disarm alarm system. At least two of the responsible parties should have keys to the premises.

**NAME:**

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

**PHONE #**

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

**PASS CODE / ABORT CODE:**

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

**EMERGENCY CALL LIST:**

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.). Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

**COMMUNICATOR:**

Manufacturer's name and type of dialer (DACT) used.

**MODEL #**

Model number of dialer (DACT) used.

**INTRUSION PANEL MODEL #**

Example: 3001, 3007, etc.

**FORMAT REPORTING:**

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

**TIME ZONE:**

EST, CST, MST, PST.

**AUTOMATIC TEST TIMER INTERVAL:**

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

**OPENING AND CLOSING SIGNALS:**

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

**OPEN / CLOSE - LOG ONLY:**

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

**OPEN / CLOSE - SUPERVISED:**

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

**WINDOW:**

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: if a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

**ACTIVITY REPORTS:**

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly, weekly, or on some other basis.

**ZONE:**

Zones transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all zone information to be used by the dialer.

**PROTECTED AREA:**

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

**AUD / SIL / VFY / DISP:**

Check appropriate box.

AUD = Audible Alarm; SIL = Silent Alarm; VFY = Verify; DISP = Dispatch

**ALARM TYPE:**

Fire, duress, burglary, etc.

**SIGNAL:**

Numeric or alphanumeric code sent by the alarm dialer to the Monitoring Center. Example: 1 or 01, 3 or 03, etc. depending on format.

**SPECIAL INSTRUCTIONS:**

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

**STATE LICENSE #**

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

**DISTRICT CODE:**

This will normally be the district office listing number.

**COMPLETED BY:**

Name of person completing form.

**DATE:**

Date form was completed and signed.

**MAINTENANCE AGREEMENT COVERAGE CODE:**

Insert technical support response code for contracted response services.

**ANNUAL MONITORING FEE:**

Write in the dollar amount to be billed to the customer on an annual basis.

**SUBSCRIBER AUTHORIZED SIGNATURE:**

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

## TERMS AND CONDITIONS

- Introduction.** Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
- SimplexGrinnell's Duties.** Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology and radio frequency and received by means of a protective system hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances identified.
- Waiver of Warranty; Evidentiary Clause.** Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IF IS UNDERSTOOD AND AGREED THAT SIMPLEXGRINNELLS IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELLS IS NOT AN INSURER THAT INSURANCE; IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY INCLUDING DEATH AND LIFELIMB OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION OR THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELLS IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELLS NEGLIGENCE OR FAILURE TO PERFORM; SIMPLEXGRINNELLS GUARANTEES NO LIABILITY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERI OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DEFLECT. SIMPLEXGRINNELLS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM, SHALL CORRECTLY HANDLE THE PROCESSING OF DATA BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
- Third Party Indemnification.** Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance of services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers and representatives as additional insured on all insurance policies in effect on the premises.
- Limitation of Liability; Liquidated Damages.** SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IF ANY WHICH MAY PROXIMATELY RESULT FROM FAILURE OF OR SERVICES HEREIN, INCLUDING BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT SYSTEMS TO OPERATE PROPERLY, BY A LIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS, (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST IF LOST, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY CIRCUMSTANCES WHICH THE EQUIPMENT SYSTEMS AND SERVICES IS DESIGNED TO DEFLECT, (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN ALPHABET DEVICE SOUNDING OR THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELLS FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE OR (C) THE UNCERTAIN VALUE OF OCCURRENCES WHICH MIGHT CAUSE SUBSCRIBER OR A SUBSCRIBER OR ANY OTHER PERSON, THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELLS, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELLS OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO (A) AN ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS, THIS SUM SHALL BE PAID AND RECEIVED AS EITHER LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (B) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE CIRCUMSTANTIALS SHALL SIMPLEXGRINNELLS BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY FOR PERSONAL PROPERTY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF REPUTATION OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPAIRED GOODS OR OTHER ECONOMIC LOSS HOWEVER OR CAUSED AND WITH THE ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR OR SERVICE, SAME, TRAFFIC OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR OBLIGATIONS UNDER PASSIVE JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELLS, ITS OFFICERS, EMPLOYEES, AGENTS, SUBSCRIBER WORKS, SUPPLIERS OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire, about obtaining an increase in this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.
- Subscriber's Duties.** In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the security of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption of Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space- or time-critical protection (i.e., ultra-sonic microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by interference of air, occupied airspace change or other disturbance, forced air heaters, air conditioning, stoves, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any retrofits, modifications or other changes to the premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the System and agrees

to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals, telephone service, and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruptions in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the completion of system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.

- Authorized Personnel & Emergency Information.** Subscriber agrees to furnish forthwith a written list of the names, addresses, and telephone numbers of all persons authorized to enter or remain on Subscriber's premises, and of that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revision and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.
- Assignees and/or Subcontractors of SimplexGrinnell.** SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation, and shall have the further right to sub-contract any surveillance monitoring maintenance, repair, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and be applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
- Assignment by Subscriber.** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
- Taxes, Fees, Fines, Licenses, and Permits.** (a) Subscriber agrees to pay all sales, tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereinafter may be imposed on SimplexGrinnell by utility or government agencies relating to the services provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise, and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required license or permits, SimplexGrinnell shall not be responsible for performing the services and they terminate the services with notice to Subscriber.
- Increase in Service Charges.** SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Changes in time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
- Delay or Interruptions.** SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurance claims, interruption of availability of telephone, cable, cellular, satellite, or radio services, or services, through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
- Outside Charges.** Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
- Default/Termination.** In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code as amended, a receiver or trustee is appointed for all or substantially all of the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber without terminating this Agreement, and recover all amounts due to SimplexGrinnell (b) Take possession of all SimplexGrinnell owned equipment whenever situated and for such purpose enter upon Subscriber's property without liability for so doing, (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term of this Agreement. Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall hereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reimbursable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reimbursable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
- One Year Limitation on Actions.** It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.
- Waiver of Subrogation.** Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, if being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
- Entire Agreement; Modification; Waiver.** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
- Choice of Law; Venue.** The laws of the Commonwealth of Massachusetts shall govern the validity, construction and interpretation of this Agreement. It is agreed that any suit or action instituted as a result of this Agreement or in any way arising out of this Agreement or of the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.