



2025 16th Street, Greensboro, NC 27405

Date: May 8, 2025

Attention:

Quote #: 11193 IFS

Inside Sales: Pete Irby

Address:

Durham County General Services
310 South Dillard St
Durham, NC 27701

Job Location:

Durham Center for Senior Life
406 Rigsbee Avenue
Durham, NC 27701

Project:

Replace (3) compressors in circuit #2

Equipment:

Description: Recover refrigerant in circuit #2, original charge not recorded on unit from install. Recommend replacing refrigerant due to compressor grounding and possible contamination. Replace breaker and contactor due to multiple trips and possible damage. Replace (3) compressors in circuit #2 and drier/filter core. Pressure test system. Pull vacuum and charge system per sub-cool with virgin refrigerant. 50 pounds (NOT included in quote - customer to supply), additional refrigerant needed will need to be billed or customer will need to supply. Test system for proper operation.

Delivery Terms: FOB Factory, freight not included unless specified.

Payment Terms:

Net 30

Total Net Price:

\$53,292.42

Clarifications and Exclusions:

- Sales tax is included.
- Freight is not included.
- This proposal may be subject to fuel and material surcharges at the time of acceptance.
- All work will be performed in compliance with all OSHA and customer safety guidelines.
- Brady may withdraw this proposal and re-submit if not accepted within 10 days from issue date.

Customer Acceptance

Customer Signature: _____

Date: _____

Name: _____

8BRADY

Brady is pleased to provide the enclosed proposal for your review and approval. This bid is based on information you provided to us per our site visit. Any revisions required at a later date will be subject to price review at that time. Our proposal is as follows:

Scope of Quote:

Recover refrigerant in circuit #2, original charge not recorded on unit from install. Recommend replacing refrigerant due to compressor grounding and possible contamination. Replace breaker and contactor due to multiple trips and possible damage. Replace (3) compressors in circuit #2 and drier/filter core. Pressure test system. Pull vacuum and charge system per sub-cool with virgin refrigerant. 50 pounds (NOT included in quote - customer to supply), additional refrigerant needed will need to be billed or customer will need to supply. Test system for proper operation.

TOTAL PRICE ----- \$53,292.42

The above price does not include additional repair parts, labor, or refrigerant, if required.

Note: The above price is based on the work being performed during normal working hours which are Monday - Friday from 7:30am to 4:30pm.

Should you have any further questions, please do not hesitate to contact me at (800) 849-1915.

Thank you,

Pete Irby

Please send all purchase orders to insidesales@bradyservices.com or fax to (336) 554-7605.

Additional services required not detailed in this proposal to be executed at prevailing labor, mileage, and material rates, plus overtime as applicable.

Brady Trane Service, Inc. is the sole shareholder of ICON, Brady Integrated Security, Inc., Brady Parts, Inc., Brady Services, Inc., Brady Sales and Service, Inc., and J. Brady Contracting, Inc.

Brady Trane Service, Inc. is an NC Engineering Corporation and holds the following licenses: NC Engineering (License #F-1317), NC Mechanical Contractor (License #20378- Heating Group 1 Class I, Heating Group 2, Heating Group 3- Class I and Plumbing Class I), SC Engineering (COA #5293), SC Mechanical Contractor (License #102151), SC General Contractor (License #119308), and SC Boiler Classification (under SC General Contractor License #119308).

J. Brady Contracting, Inc. is an NC Unlimited General Contractor (License #63159).

Brady Services, Inc. holds the following licenses: NC Electrical Contractor (License #U.16761) and GA Boiler (COA #B-3873).

Brady Integrated Security, Inc. holds the following licenses: NC Burglar Alarm (License #2595-CSA) and NC Low Voltage Electrical (License #SP.FA/LV.25289).

GENERAL TERMS AND CONDITIONS

This Agreement (the "Agreement"), between Brady Trane Service, Inc. ("Brady") and the Customer ("Customer"), individually referred to as a "Party" and collectively referred to as the "Parties," is made on these terms and conditions. This Agreement shall not include any additional or conflicting terms and conditions that may be contained in the Customer's purchase order or other form, all of which additional or conflicting terms and conditions are hereby rejected by Brady. If there is a conflict in the terms and conditions of this Agreement and another agreement, the terms and conditions of this Agreement shall control. Further, the Customer acknowledges and agrees that any purchase order issued by the Customer, in accordance with this Agreement, will only establish payment authority for the Customer's internal accounting purposes. Any such purchase order will not be considered a counteroffer, amendment, modification, or other revision to

the terms and conditions of this Agreement. No waiver, alteration or modification of this Agreement shall be valid, unless made in writing and signed by an authorized representative of Brady.

1. Acceptance and Prices

This Agreement is subject to acceptance by the Customer within thirty (30) days from the date of the proposal. If acceptance of this Agreement is delayed or modified, prices are subject to adjustment.

2. Payment

Terms of payment are subject at all times to prior approval by Brady's financial department, and payment is due thirty (30) days from the date of the invoice. Brady reserves the right to add interest at a rate of 1½% per month, or the highest rate allowable by law, to any delinquent account balances after ten (10) days. If Customer has not made a payment on time, Brady may at its option, and upon five days written notice to Customer, suspend or terminate service until all overdue payments are made.

In the event of default in payment, the Customer agrees to pay all costs of collection incurred by Brady, including but not limited to, collection agency fees, reasonable attorney's fees and court costs.

If the Customer terminates this Agreement prior to the end of the term, the contract amount will be pro-rated based on services completed. Any payments will become due and payable at that time.

3. Scope of Agreement; Exclusions

Any services, including inspections, repairs or maintenance, not expressly included in this Agreement, are expressly excluded. Exclusions include but are not limited to:

- a. Repairs or service required as a result of problems caused by the Utility Service needed for operation of the equipment or any failure, mis-adjustment or design deficiencies in other equipment or systems not specifically included in this Agreement.
- b. Repairs or service required as a result of recommendations, regulations or other requirements of insurance companies, Federal, State, Municipal or other government agencies or bodies or other similar authorities.
- c. The inspection, maintenance, repair or replacement of non-maintainable components, e.g.: castings, heat exchanger shells, duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and similar items.
- d. The inspection, maintenance, repair or replacement of motor starting equipment and interconnecting power wiring, unless specifically included as part of the equipment.
- e. Structural alterations to the premises where the equipment is installed as necessary for the performance of Brady's obligations under this Agreement.
- f. The performance of services outside of normal business hours 7:30am – 4:30pm (unless otherwise expressly provided).
- g. **LEGIONELLA EXCLUSION: LEGIONELLA CAN BE PRESENT IN ANY WATER TREATMENT SYSTEM EVEN WITH REGULARLY SCHEDULED TESTING. WHILE LEGIONELLA IS CONTROLLABLE WITH REGULARLY SCHEDULED TESTING AND A PROPERLY MAINTAINED BIOCIDES PROGRAM; IN NO EVENT SHALL BRADY BE LIABLE FOR LEGIONELLA BEING PRESENT IN THE TREATED COOLING TOWERS.**

4. Brady Responsibilities

- a. Brady shall carry out its obligations with reasonable promptness and in a workmanlike manner, in accordance with industry standards generally applicable in this area.
- b. Brady may decline to provide any services under this Agreement made necessary by Customer's failure to comply with its obligations under section 5.
- c. Brady may decline to work on any systems where Customer has permitted untrained personnel to perform services and adjustments on the systems.
- d. Brady may decline to work on any systems where safety systems have been altered or bypassed.
- e. Brady may decline to work on any systems where fuel oil 'pooling', gas odors, exposed piping, suspected asbestos or other safety hazards exist.
- f. If Brady's technicians are required to handle refrigerants, they shall be certified to handle such refrigerants in accordance with the Code of Federal Regulations, Title 40, Part 82 and Subpart F. Additionally, all refrigerant recovery equipment used by Brady's technicians are certified by, and registered with, the US EPA.

5. Customer Responsibilities

- a. Customer shall properly operate and maintain the equipment in accordance with the applicable operating manuals and recommended procedures, and ensure that qualified personnel are provided for such operation.
- b. Customer shall provide and maintain appropriate environmental conditions for equipment operation, including suitable locations for the installation and storage of chemical treatment equipment and supplies.
- c. Customer shall assume full responsibility for safety training and use of Personal Protective Equipment by Customer's personnel responsible for the operation or maintenance of boilers and boiler system appurtenances and Customer's personnel handling or using water treatment equipment or supplies.
- d. Customer shall prevent untrained personnel from performing service, maintenance or adjustment on the boiler systems.
- e. For new equipment associated with the boiler systems, Customer shall provide any start up in accordance with manufacturer's requirements and provide copies of startup documentation to Brady.
- f. Customer shall properly operate and maintain ancillary equipment associated with the services provided, in accordance with the applicable operating manuals and recommended procedures, and ensure that qualified personnel are provided for such operation.
- g. Customer shall provide Brady personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote.
- h. Customer shall promptly report unusual equipment operating conditions or operation to Brady.
- i. Customer shall furnish Brady personnel with sufficient service access space, as well as safe, clean and unobstructed access to all equipment to be serviced.
- j. Customer shall provide professional ancillary services, (i.e. systems water treatment, etc.) not included in the Agreement, in accordance with Brady's reasonable written recommendations.
- k. Customer shall disclose in writing to Brady any known environmental risks or hazards, including asbestos, mold, or other biological hazards.

- l. Customer shall disclose in writing to Brady any chemical spills or chemical spill cleanup associated with or relating to Water Treatment Services after such systems and services have been installed and made operational.
- m. Customer shall provide suitable access to drains and drainage systems appropriate for flushing of chemically treated systems.
- n. Customer shall disclose flooding or flooding damages arising from pump failures, broken or corroded piping, chemical treatment tubing failure, or other system failures associated with systems service with or relating to Water Treatment Services.
- o. Customers receiving water treatment shall provide new equipment start up in accordance with manufacturer's requirements, including initial chemical treatments for passivation or other appropriate system treatments, and provide copies of startup documentation to Brady.
- p. Customers receiving water treatment shall disclose in writing to Brady any changes to systems operations, including but not limited to:
 - 1. change in water supply [city water to reclaimed water], or
 - 2. equipment operation failure impacting proper water flows or preventing treatment measurement requirements, or
 - 3. termination or changes to Customer provided treatment systems.
- q. Customers receiving water treatment shall disclose environmental conditions impacting the operation of systems subject to Water Treatment Services, including exposure to boiler or generator exhaust, bacterial growth, legionella or SRBs.

6. Asbestos and Hazardous Materials

Brady expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Brady become aware of or suspect the presence of Hazardous Materials, Brady may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Brady. Brady shall be required to resume performance of the services only when the affected area has been rendered harmless.

7. Major Repairs

Major repairs, if covered, such as the dismantling of components, the opening of refrigeration systems, and the evacuation and recharging of the same, in the event of refrigerant loss, etc., will be performed during normal working hours, unless otherwise stated in the Agreement.

Major repairs related to boilers, if covered, such as the dismantling of components, may result in additional fees for additional boiler inspection and testing and services, unless such additional testing and services are otherwise stated in the proposal.

Major repairs related to water treatment, if covered, such as the dismantling of components, may result in additional fees for additional chemical testing and treatment services, unless such additional testing and services are otherwise stated in the proposal.

8. Repairs By Others

Unless made by or approved by Brady in writing, any changes, adjustments, service or repairs made to the equipment may, at Brady's option, terminate Brady's obligation to render further service to the equipment so affected. In such case, no adjustment to the service fee shall be made and no refund of any portion of the service fee shall be made.

9. Unusual Circumstances

Brady shall not be liable for delays in or failure to render services, including water treatment services and chemical testing, additional boiler inspections, boiler testing and services, or the delivery of any equipment or parts, due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or equipment from usual sources, or due to any cause beyond Brady's reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by the period of time reasonably necessary to overcome the effect of such delay. If the equipment or parts included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Brady, Brady shall be excused from furnishing said equipment or parts and reimbursed for the difference between cost of equipment or parts unavailable and the cost of an available reasonable substitute.

10. Limitation of Liability/Indemnification

Customer's exclusive remedy and Brady's exclusive liability under this Agreement or otherwise (including negligence) shall be for direct damages, which shall in no event exceed so much of the purchase price as is applicable to the portion of the particular services with respect to which damages are claimed. In no event shall Brady be liable to Customer, nor shall Brady have any obligation to indemnify Customer, for any other loss or damage, or for any incidental, special or consequential damages of any kind, or for the loss of use of Customer's facilities, its loss of revenue, or for any similar or dissimilar consequential damages with regard to the operation, non-operation or failure of the equipment, or damage to property or other injury arising from this Agreement. This exclusion applies regardless of whether such damages or indemnification are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

In no event shall Brady be liable for any damages (whether direct or indirect) resulting from hazardous materials, mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. Additionally, Brady shall not be liable for any damages (whether direct or indirect) resulting from work performed on boiler systems where in the Customer has permitted untrained personnel to perform services and adjustments on the boiler systems, or on systems where safety systems have been altered or bypass or on any systems where fuel oil 'pooling', gas odors, exposed piping, suspected asbestos or other safety hazards exist.

If Brady is found liable for loss, damage or injury under any legal theory due to a failure of the Customer's services, system or equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. The provisions of this Section shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Brady's performance or non-performance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Brady, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Brady in any way relating to the services, system or equipment that are the subjects of this Agreement then Customer shall indemnify and hold Brady harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs

and attorneys' fees.

11. Discovery Period

No suit or action shall be brought against Brady or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. The provisions of this section shall apply to and benefit Brady and its agents, employees, contractors, subsidiaries, affiliates, and vendors. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section against any claims due to any failure of such department or organization. Brady is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

12. Warranty

Brady's warranty with respect to manufactured material supplied is limited to the manufacturer's warranty (if any). In no event shall Brady be liable to Customer for any breach of the manufacturer's warranty or for any consequential or special damages or for transportation or other expenses, which may arise in connection with any defective goods.

Brady's warranty with respect to labor is that the services have been properly performed. The labor warranty is for a period of 90 days from completion and Brady's obligation under this warranty is limited to correcting any improperly performed labor. In no event shall Brady be liable to Customer for any breach of the labor warranty or for any consequential or special damages or for other expenses, which may arise in connection with any improperly performed labor.

Brady makes no warranty with respect to systems performance or emissions readings between preventive maintenance inspections and exhaust gas analysis. Additionally, Brady makes no warranty or representation with respect to work performed on systems where in the Customer has permitted untrained personnel to perform services and adjustments on the boiler systems, or on systems where safety systems have been altered or bypass or on any systems where fuel oil 'pooling', gas odors, exposed piping, suspected asbestos or other safety hazards exist.

THESE WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Exceptions to Warranty

The following "Conditions" are not covered by Brady's warranty:

- a. Damage or extra service needed as the result of accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of war, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Brady or from parts, accessories, attachments or other devices not furnished by Brady;
- b. Customer's failure to properly follow operating instructions provided by Brady;
- c. Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s);
- d. Trouble due to interruption of Telecom Service;
- e. Battery failure;
- f. Devices designed to fail in protecting the Customer's systems, such as, but not limited to, fuses and circuit breakers; or
- g. Changes to the Customer's system requested by Customer.

If Customer requests service under the Warranty and Brady's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Customer's system, or any component, Brady may bill Customer for the service call whether or not Brady actually works on the Customer's system. If repairs are required due to one of the above "Conditions," Brady will charge Customer for such work on a time and materials basis at Brady's then applicable rates for labor and materials.

14. Non-solicitation of Employees

Each Party acknowledges that the other Party has expended significant time, effort and expense in the hiring, training, and retention of its employees in conjunction with providing specialized services, such as those provided in this Agreement, and therefore shall not, during the term of this Agreement and for a period of one year thereafter, either directly or indirectly, solicit for employment or employ any current or former employee of the other within one year of such termination of employment date, with whom such Party has had any contact during the course of this Agreement.

15. Additional Services

Service fees are premised on the equipment being in operable and maintainable condition. If an inspection by Brady prior to or during the performance of services reveals that additional services or repairs are necessary, outside the scope of this Agreement, Brady shall notify Customer.

Customer may instruct Brady to perform such repairs in writing, and Brady shall perform those services or repairs at the currently established rates (including rates reflecting overtime labor costs for services provided outside normal business hours). These additional services will be billed to the Customer pursuant to the terms of this Agreement.

If the Customer does not authorize such services or repairs, Brady may in writing, at Brady's option, terminate Brady's obligation to render further service to the equipment so affected. In such case no adjustment to the service fee shall be made and no refund of any portion of the service fee shall be made.

16. Provision Applicable to Security, Intelligent Services, and Building Clarity

a. Definitions

1. "Malicious Code" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

2. "Customer Data" means all Customer electronic data or information collected through and stored in connection with Brady's data monitoring and smart building analytics.

3. Subscription Term. The initial data monitoring and smart building analytics term commences on the date that Brady receives access to the Customer data and continues for as long as set forth in the data monitoring or smart building analytics proposal, subject to automatic renewal for succeeding 12-month terms.

b. Customer's Responsibilities

1. Customer shall not permit any third party access to Brady's data monitoring, smart analytics, or physical hardware deployed at Customer's facilities to enable operation of Brady's data monitoring or smart analytics, except as expressly permitted herein or in an Order Form

2. Customer shall not modify or create derivative works based on any part or content of Brady's data monitoring or smart building analytics.

3. Customer shall not copy, frame or mirror any part or content of Brady's data monitoring or smart building analytics, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.

4. Customer shall not reverse engineer, disassemble or decompile Brady's data monitoring.

5. Customer shall not access Brady's data monitoring or smart building analytics in order to build a competitive product or service or to copy any features, functions or graphics of Brady's data monitoring or smart building analytics.

6. Customer shall not make Brady's data monitoring or smart building analytics available to anyone other than the users identified by the Customer.

7. Customer shall not sell, resell, rent, license, share or lease Brady's data monitoring or smart building analytics.

8. Customer shall not use Brady's data monitoring or smart building analytics to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

9. Customer shall not use Brady's data monitoring or smart building analytics to store, distribute or transmit Malicious Code.

10. Customer shall not interfere with or disrupt the integrity or performance of Brady's data monitoring, smart building analytics or third-party data contained therein.

11. Customer shall not attempt to gain unauthorized access to Brady's data monitoring or smart building analytics or their related systems or networks.

12. Customer may access the smart building analytics solely to view reports of Customer's own data generated in connection with the smart building analytics and/or to run analyses of Client Data within the scope of the smart building analytics.

13. Customer shall make Customer Data available as reasonably necessary for Brady to provide the services in the proposal.

14. Customer shall be solely responsible for the setup, operations, maintenance, security and performance of the Customer's computer network, modifications to Customer's network, network security, firewall settings, and appropriately segregating its customer and business information to limit Brady's access to those portions of its network, if any, required to perform the services in the proposal.

15. Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all electronic data made available hereunder.

16. Customer shall not disclose or otherwise provide Brady with access to any information of any type (including any research, research results, tools, methods, analyses, reports, updates, customizations or other materials or information utilizing Customer Data), except to the minimum extent necessary for Brady to perform the Services.

17. Customer shall not disclose or otherwise provide Brady with access to information that identifies or could be used to identify an individual person, unless Brady approves in writing in advance.

c. Availability

Brady shall exercise reasonable care in providing data monitoring and shall use commercially reasonable efforts to make the service available at all times. Data monitoring and smart building analytics are accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Brady is not responsible for delivery failures or other damage resulting from such problems. Where possible, Brady will notify user(s) identified by the Customer during execution of the Agreement to be the primary contact for Customer, and will raise support issues including the non-availability of Brady's data monitoring or smart building analytics. It is the responsibility of the Customer to provide this information to all users of Brady's data monitoring or smart building analytics associated with Customer. Brady shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to Brady's data monitoring and smart building analytics that may result in loss of access from time to time without prior notice. Service features that interoperate with Brady's software depend on the continuing availability of the third-party programs for use with the Brady's data monitoring and smart building analytics. If said parties cease to make the program available on reasonable terms for Brady's data monitoring or smart building analytics, Brady may be interrupted from providing such features without entitling the Customer to any refund, credit, or other compensation.

d. Data Collection

Where Customer has placed an order that includes Brady's data monitoring, data will be collected from the designated meters, loggers, systems, or devices and imported into Brady's data monitoring. It is Customer's responsibility to inform Brady of any changes to their internal network, internet connection, control system, or anything that might affect Brady's ability to collect data for smart building analytics. If any such changes have occurred, Customer should raise the issues as a request for support through the local Brady office. Customer is free to request export of its own data from Brady's data monitoring at any time.

e. Ownership of Data

All data relating to the performance and condition of Customer building systems that Brady collects in connection with the Brady's data monitoring and smart building analytics shall be owned by Customer, provided that Customer grants to Brady the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Brady collects from Customer. Brady shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Brady collects from Customer will not include any personal or individual information.

f. Data Retention

Upon Customer's written request, Brady will endeavor to provide an electronic copy of data collected from Customer through data monitoring, subject to availability. Brady will use commercially reasonable efforts to store Customer's data obtained through data monitoring for up to 2 years. There is no guarantee as to the availability of the data.

g. Communications- Analog Modem Facilities

Customer authorizes Brady to utilize Customer's telephone line to provide data monitoring and smart building analytics and acknowledges that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Brady is not responsible for any adverse impact to Customer's communications infrastructure, including but not limited to computers, BAS hardware or peripheral hardware. Customer understands that Brady will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Brady is unable to acquire, transmit or maintain a connection over Customer's telephone service.

h. Communications- Ethernet

Customer authorizes Brady to utilize Customer's network infrastructure to provide the contracted services and acknowledges that Brady is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Brady will not be able to collect data when network issues do not allow for successful communications between Brady data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered- with or is otherwise damaged or if Brady is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

i. Logging and Data Mining

Customer grants Brady the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to users of Brady products and services, (b) to verify compliance with the terms of the Agreement, (c) for use by Brady for statistical or other analysis of the collective characteristics and behavior of users or equipment, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analyses, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Brady products and services.

Any data logging, mining or other activities performed by Brady is intended solely for Brady's own non-critical and non-emergency business purposes, and not for emergency alert, emergency response or any other purpose. Brady shall have no obligation to detect, monitor for, respond to, or alert authorities of any emergency. In case of an emergency, Customer is solely responsible to contact local emergency responders (such as the fire department, paramedics, or police department).

j. Anti-Virus Prevention:

Brady maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto Brady's environment. However, due to the nature of computer viruses, Brady is not able to guarantee that provision of data monitoring and smart building analytics will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is installed on the Customer's environment.

k. Disaster Recovery

In the event that Brady experiences a significant problem with data monitoring or smart building analytics that results in or is expected to result in the loss of service for in excess of 5 working days, Brady may transfer the data monitoring service and smart building analytics to an alternative hosting environment. In the event that Brady transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported to Brady after the last database backup was taken; data monitoring and smart building analytics may be provided by a different IP address; the IP address registered against the domain name may be changed.

l. Privacy

Brady will make commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts Brady from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Customer shall immediately report any breach in privacy to Brady.

m. Intellectual Property

Brady retains and reserves all rights, title and interest in and to its intellectual property, including without limitation all Brady software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Brady products, data monitoring and smart building analytics, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the data monitoring subscription or otherwise, other than as expressly set forth herein.

n. Indemnification

Customer shall indemnify and hold Brady harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Brady arising from or in connection Brady's possession or use of data, information or articles supplied by Customer to Brady, including the infringement of any intellectual property rights resulting from the use or possession by Brady of data, information or articles supplied by Customer to Brady.

o. Cyber Security

Brady is not responsible for protecting against cyber security breaches to any security system, either installed or serviced by Brady, even if any such breach is transacted through Brady supplied equipment. It is the Customer's responsibility to take the necessary precautions to protect the system and/or the server/computer/head-end from viruses, worms, Trojan horses, and other harmful or destructive content. Brady disclaims any responsibility for any harm resulting from the use by unauthorized visitors to the Customer's system, or from any downloading by those unauthorized visitors.

If Brady installs a security system, the Customer shall provide the security system's passwords and privileges to Brady. No default

passwords shall be left in use once the security system is completely installed.

p. Brady Not An Insurer

The amounts Brady charges a Customer are not insurance premiums. Such charges are based upon the value of the services, system and equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises.

Brady's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. BRADY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Brady does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Brady. Insurance, if any, covering such risk shall be obtained by Customer. Brady shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the system or services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Brady to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for self and its insurer all subrogation and other rights to recover from Brady arising as a result of paying any claim for loss, damage or injury of Customer or another person.

q. Compatibility Issues

If the Customer is receiving security services or intelligent services via a connection, Brady may assess additional charges, if unable to connect to the Customer's network or if any additional equipment is required to facilitate connectivity between the network and the equipment.

r. Runaway Signals

In the event that a Customer's access control system is producing excessive false or "runaway" signals, the Customer will be notified of the situation. Any additional labor or equipment costs incurred as a result of a Customer's system producing excessive or "runaway" signals may be billed to the Customer. Brady reserves the right to isolate and cease communication of any remote location in the event that location is interrupting the ability for Brady to conduct regular business.

s. False Alarms

Brady is not responsible for fines resulting from false alarms, and any suspension of police response due to false alarms shall not affect the obligations of the Customer under this Agreement. In the event that Brady receives a false alarm fine, said fine will be billed to the Customer and the Customer hereby agrees to take responsibility for paying the fine.

t. Termination

In addition to any other remedies available to Brady, Brady may terminate this Agreement and discontinue any service(s) if:

1. Customer fails to follow the operating instructions provided by Brady, resulting in an undue number of false alarms or system malfunction; or
2. In Brady's sole opinion, the premises in which the system is installed is unsafe, unsuitable, or so modified or altered after installation as to render continuation of service(s) impractical or impossible.

Brady will not be liable for any damages or subject to any penalty as a result of any such termination. If for any reason Brady is unable to continue to provide the service(s) for which it is hereunder contracted, the Customer will have the right to terminate its obligation without penalty.

17. Other Charges; Remedies; Termination

a. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Brady's representative is sent to the Customer's premises in response to a service call for false alarm or system malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

b. Failure to pay amounts when due shall give Brady, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Brady's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation charge(s) are based on Brady performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, installation charge(s) may be subject to revision.

c. In addition to any other remedies available to Brady, Brady may terminate this Agreement and discontinue any service(s) if:

1. Brady's contracted center is substantially damaged by fire or catastrophe or if Brady is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, the Center or the Municipal Fire or Police Department or other first responder; or
2. Customer fails to follow Brady's recommendations for the repair or replacement of defective parts not covered under the Warranty.
3. Brady is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or
4. Customer fails to make payments when due or otherwise breaches this Agreement.

Brady will not be liable for any damages or subject to any penalty as a result of any such termination. If for any reason Brady is unable to continue to provide the service(s) for which it is hereunder contracted, the Customer will have the right to terminate its obligation without penalty.

18. Assignment

Customer may not assign this Agreement. Brady may assign the work of this Agreement, subcontracting the whole of this Agreement, or subcontracting portions of this Agreement.

19. Changes

No modifications, additions or changes may be made to this Agreement, except in a writing signed by both parties.

20. Severability and Waiver

If any term or conditions of this Agreement are invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to either Party. Upon any such determination of invalidity, illegality or unenforceability, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible. The failure of either Party to insist upon the performance of any of the terms of this Agreement at any time, or to exercise any right, shall not be construed as a waiver of such term or right.

21. Governing Law

This Agreement is made and interpreted under the laws of the State of North Carolina. North Carolina law shall govern this Agreement without regard to any competing choice of law provision. The state court of Guilford County shall be the sole and exclusive jurisdiction for any civil action arising out of this Agreement.

22. Notice

All notices shall be delivered either by e-mail, in person, or via certified mail to the Parties at the addresses listed below. If notice is sent via e-mail or in person, notice shall be considered received the same business day as the e-mail is sent or notice is delivered in person. If notice is sent via certified mail, notice shall be considered received 3 business days after notice is mailed.

Brady

Legal Name: Brady Trane Service, Inc.

Address: PO Box 13587

Attn: Legal Notices

Greensboro, NC 27415

E-mail: notices@bradyservices.com

Customer

Legal Name: _____

Address: _____

E-mail: _____

23. Miscellaneous Provisions

a. This Agreement contains the entire agreement between the parties.

b. Any taxes, excises, or other charges imposed on Brady by law, on or incident to the service or material provided under this Agreement, shall be paid by the Customer, or in lieu thereof, the Customer shall provide Brady with a tax exemption certificate acceptable to the taxing authorities.

c. Brady shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Brady takes affirmative action, to employ and advance in employment, individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.