



Agreement #: 7044-4-0

Submission Date: July 20, 2020

Division of Sales & Estimating

Client: Medcore Realty Eden Hill LLC

Project: Medcore Realty Eden Hill LLC – Services Agreement

Project Address: 200 Banning Street Suite 330, Dover DE 19904

Bill To Address: 200 Banning Street Suite 330, Dover DE 19904

Submitted To: Trish Johnson, trish@edenhillmc.com or 302-883-0097
Ryne Johnson, Ryne.Johnson@advantechsecurity.net (302) 674-8405

Submitted By: x102 www.advantechsecurity.net

System(s) Type: *Advantech Services*

Scope of Work:

Advantech (“ADVANTECH”) shall provide the following services for Medcore Realty Eden Hill LLC:

- Software Support Plan for ProWatch PE Edition
- Semi-Annual and Annual Fire Alarm System Inspections
- Fire Alarm System Monitoring

The investment summary will show a monthly amount for each item. The services shall be billed semi-annually.

Special Conditions:

1. Pricing is subject to change if this Agreement is not accepted within 30 days of the Submission date.

Investment Summary

Purchase

Fire System Monitoring:

\$36.95/mo

Initial to Accept: SM

Payment Terms: Due Semi-Annually in Advance upon Job Completion

Annual Fire Alarm System Inspection:

\$125.00/mo

Initial to Accept: SM

Payment Terms: Due Semi-Annually in Advance upon Job Completion

Software Support Plan:

\$149.95/mo

Initial to Accept: SM

Payment Terms: Due Semi-Annually in Advance upon Job Completion

Accepted By: 

Date: 8/3/2020

Print Name: SEAN MACE

General Conditions:

1) LIMITED WARRANTY. A. For ADVANTECH provided and installed products, ADVANTECH hereby warrants to CLIENT alone only that all of the products are installed in a good and workmanlike manner. In the event that any product shall become defective while the Limited Warranty is in effect, ADVANTECH shall in its discretion replace or repair the defective part without charge to CLIENT. CLIENT shall immediately contact ADVANTECH in writing, by telephone, or by electronic means supported by ADVANTECH, and fully describe the nature of the defect so that repair service may be rendered. C. This limited warranty does not cover any damage to products, components, or product caused by accident, vandalism, CLIENT negligence, flood, water, lightning, fire, intrusion, abuse, misuse, act of terrorism, act of God, any casualty, including electricity, attempted unauthorized repair service, modification or installation by anyone other than ADVANTECH, or any other cause other than ordinary wear and tear. D. This limited warranty for products & installation is effective for one (1) year from the date of installation or the date of the ADVANTECH final invoice for installation; whichever is later. CLIENT may extend coverage on products and installation by establishing a service agreement with ADVANTECH. The amount of the service agreement fee shall be as agreed upon between CLIENT and ADVANTECH. E. CLIENT understands that all systems and products are subject to fail. In addition ADVANTECH can only verify functional status at time of system or product start-up or at time of testing. ADVANTECH recommends that CLIENT conduct functional verification and testing of products and systems periodically, based on CLIENT's needs for proper functionality, but not to exceed weekly. ADVANTECH shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. CLIENT acknowledges: that any affirmation of fact or promise made by ADVANTECH

shall not be deemed to create an express warranty; that ADVANTECH does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that CLIENT is not relying on ADVANTECH's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no express warranties which extend beyond those on the face of the agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.

2) SERVICES- TERM, RENEWAL & RATES. A. Services include but are not limited to monitoring, support plan, managed & hosted services, service plan, inspection plan, testing plan and/or inspection plan. B. The term is three (3) years, starting on the 'initial service invoice date' which would coincide with the service commencement. At the end of the initial three (3) year term or any subsequent renewal term, the Agreement will automatically renew for an additional three (3) year term, unless either CLIENT or ADVANTECH gives written notice to the other of cancellation at least ninety (90) days before the expiration of the term. Notification of cancellation shall be by certified or registered mail. C. If CLIENT defaults or cancels before the end of the term, all services by ADVANTECH will terminate, but all payments then due from CLIENT, including future scheduled payments to the end of the current term shall accelerate and become immediately due and payable to ADVANTECH. These payments are an agreement termination charge, and not a penalty. D. ADVANTECH has the right to terminate this Agreement ten (10) days after written notice, if CLIENT fails to make timely payments or if CLIENT willfully or negligently causes repeated false alarms. E. If CLIENT does not adhere to the payment terms and conditions listed in this agreement, ADVANTECH may terminate all services, to include monitoring, at which point CLIENT releases ADVANTECH from all associated liability. F. In order to properly adjust its rates to meet regulatory fees, regulatory requirements, changing business conditions and/or imposed taxes, ADVANTECH may, at any time after one (1) year from the Agreement date, increase charges for Services by giving CLIENT written notice of the change. CLIENT then has the option within thirty (30) days to cancel this Agreement without agreement termination charges. G. CLIENT agrees to pay or reimburse ADVANTECH for any related permit fees, registration fees or fines related to the CLIENT's use of the system or services.

3) SERVICE CALLS. A. Upon CLIENT request ADVANTECH shall provide service to the system. Unless covered by the Limited Warranty or a Service Plan CLIENT agrees to pay for labor and components at ADVANTECH's prevailing rates in effect at the time the service is provided. B. All Service Calls provided by ADVANTECH, its subcontractors or vendors shall be governed by the terms and conditions of this agreement regardless of whether the term for Services has not commenced, has expired or has been cancelled.

4) COMMUNICATIONS, POWER, ENVIRONMENT. A. CLIENT understands and acknowledges that ADVANTECH provided products and systems may rely on and/or transmit video, voice and data to a storage device, server, appliance, monitoring location or elsewhere using one or more forms of communication products or services, including, but not limited to, the internet, computer network, telephone network, wireless transmission, and/ or cable infra-structure. CLIENT understands that all of these services are partially or completely outside the control of ADVANTECH, and ADVANTECH has no responsibility and assumes no liability for communications or transmission failure or improper operation, and the effect it may have on product or system function. B. CLIENT understands and acknowledges that ADVANTECH provided products and systems may rely on power, a suitable environment and safe secure mounting locations that are provided by the CLIENT or others. CLIENT understands that all of these are partially or completely outside the control of ADVANTECH, and ADVANTECH has no responsibility and assumes no liability for any damages caused by or related to loss of or non-regulated (unclean) power, non-suitable environment, and/or non-safe and secure product location, and the effect it may have on product or system function. A suitable environment includes meeting and maintaining the requirements of the respective product manufacturer or reseller to include temperature, humidity, protection from water, protection from corrosives, and protection from dust or other damaging particles. C. ADVANTECH may arrange for monitoring with a remote or central monitoring station. CLIENT agrees that ADVANTECH's obligations are limited to Agreement execution, fee collection and upon authorized written changes in monitoring station alarm notification list. CLIENT agrees to notify ADVANTECH of any name, telephone number or other contact information changes to CLIENT's alarm notification list. CLIENT understands that the monitoring station can only attempt to notify CLIENT, and if indicated the authorities, of a particular condition and relies on the CLIENT or CLIENT's representative to take the CLIENT desired action. D. CLIENT may provide ADVANTECH or ADVANTECH's service providers' names and contact information of individuals to be notified of alarm or other events. CLIENT is responsible to obtain consent of these individuals and is responsible to ensure these individuals respond and/or react to such notifications in the manner desired by CLIENT or required by any Authority Having Jurisdiction. CLIENT also is responsible to assure these individuals are properly trained for such purpose and are safeguarded as appropriate. E. Advantech provided products and systems may transmit and store data on CLIENT's or CLIENT's vendors' computer equipment, networks, and communications systems. ADVANTECH provided products or systems are in use at the CLIENT's location(s) and are under the control and/or operation of the CLIENT or CLIENT designated representatives. CLIENT is responsible to provide computer, data and communications protection against data breaches, data theft, attacks against or infection of computer systems by malicious code or transmission of malicious code, unauthorized access or use of computer systems, theft or loss of passwords or other authentication credentials. ADVANTECH assumes no liability or responsibility for the afore mentioned risks.

5) PERIPHERAL PRODUCT A. ADVANTECH is not obligated to provide warranty of, service to or ensure operation of any product not installed and provided by ADVANTECH even if such product is monitored by ADVANTECH provided products or systems. ADVANTECH reserves the right to terminate this agreement upon 30 days written notice in the event that ADVANTECH determines in its sole, reasonable discretion that CLIENT is utilizing defective or outdated products or equipment or any products or equipment improperly installed by another company. The parties agree that ADVANTECH shall not be liable for any loss that was caused in whole or in part based on any defective or outdated products or equipment or any products or equipment improperly installed by another company. CLIENT further agrees that, to the extent ADVANTECH is sued based on a loss at CLIENT's premises and it is determined that the loss was caused in whole or in part based on defective or outdated products or equipment or any products or equipment improperly installed by another company, CLIENT will reimburse ADVANTECH for any costs and attorneys' fees that ADVANTECH incurs in connection with such suit.

6) DELAYS & INTERRUPTIONS A. ADVANTECH assumes no liability for delays in installation, monitoring, inspections, service or other work, or for interruptions due to strikes, riots, floods, fire, acts of terrorism, acts of God or any cause beyond its complete control, including interruption of alarm, voice, video and data transmission, and is not required to perform its duties under this Agreement while any such cause continues.

7) LIMITATION OF DAMAGES. A. CLIENT understands and agrees that ADVANTECH is not an insurer and that insurance covering personal injury and property loss or damage on CLIENT's premises must be obtained by CLIENT; that CLIENT's payments to ADVANTECH under this agreement are based solely on the value of the products or services provided and are unrelated to the value of CLIENT's property or that of others located on CLIENT's premises; that ADVANTECH makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for a particular purpose, that the product or service supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert. B. The amounts that ADVANTECH charges are based on the price of the product and services ADVANTECH provides and on the limited liability that ADVANTECH assumes under this agreement. CLIENT understands and agrees that if ADVANTECH is found liable for any loss or damage from a failure to perform its obligations or from a product failure, ADVANTECH's liability is limited to the price of the product and services ADVANTECH has provided but not to exceed five thousand dollars, and this liability will be exclusive and will apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of ADVANTECH's obligations or from negligence, of any kind, of ADVANTECH, its employees or agents. C. When CLIENT has the property of others in CLIENT's care, custody, or control; or the products extend to protect the

persons or property of others, CLIENT agrees to and will indemnify, defend and hold harmless ADVANTECH, its employees and agents, for and against all claims brought by insurers, owners of said property, or third parties, arising from ADVANTECH's products and services provided under this agreement. This provision applies to all claims regardless of cause including ADVANTECH's performance or non-performance, including defects in products, design, installation, maintenance, operation or non-operation of the product whether based upon negligence, active or passive, express or implied agreement or warranty, contribution or indemnification, or strict or product liability on the part of ADVANTECH, its employees or agents, but this provision will not apply to claims for loss or damage solely and directly caused by ADVANTECH's employees while on CLIENT's premises.

8) AGREEMENTUAL LIMITATION OF ACTIONS. A. All claims, actions or proceedings, legal or equitable, against ADVANTECH or Representatives must be commenced in court within the State of Delaware within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence with regard to this paragraph.

9) PAYMENTS. A. Unless otherwise arranged in this agreement payments by CLIENT are due to ADVANTECH upon receipt of invoice. B. In the event that any action is commenced by ADVANTECH to enforce the provisions of this agreement or for any other breach of contract by CLIENT, ADVANTECH shall be entitled to recover from CLIENT the reasonable costs of such action, including but not limited to attorneys' fees and court costs, to the extent that ADVANTECH prevails in such action.

10) MISCELLANEOUS CONDITIONS. A. This Agreement may not be altered, modified or otherwise changed, except with the written consent of both parties as an addendum to this Agreement. If any of the terms or conditions of the Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions will remain in full force and effect. CLIENT hereby acknowledges receipt of a copy of this Agreement, and that CLIENT has read and thoroughly understands its terms and conditions. B. ADVANTECH may assign its rights and duties under this Agreement at any time.

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