

CUSTOMER DETAILS

Customer Name: A1 Demo Building 1
Building Name: A1 Demo Building
Building Address: 2383 Northpointe Dr
Contact Name: Mike Kelsey
Contact Phone: 800.859.6198
Contact Email: mkelsey@a1ssi.com

SERVICE PROVIDER INFORMATION

Name: A1 Sprinkler and Systems Integration
Office Address: 2383 Northpointe Dr
Office Phone: 9378596198

INSPECTOR DETAILS

Name: Mike Kelsey
License: 54.57.3158

INSPECTION DETAILS

Work Order # N/A
Date: 10/21/2024
Frequency: Annual

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT	NOT INSPECTED	% INSPECTED
AHU Fan Shutdown	1	1	0	0	0	100
Alternate Elevator Recall	1	1	0	0	0	100
Annunciator	1	1	0	0	0	100
Battery	2	2	0	0	0	100
CO/Smoke/Heat With Sounder Base	1	1	0	0	0	100
DACT Main	1	1	0	0	0	100
Door Holder	2	2	0	0	0	100
Duct Detector	1	1	0	0	0	100
Elevator Shunt Trip	1	1	0	0	0	100
Heat Detector	4	4	0	0	0	100
Horn/Strobe	10	10	0	0	0	100
Magnetic Lock	1	1	0	0	0	100
Panel	1	1	0	0	0	100
Primary Elevator Recall	1	1	0	0	0	100
Pull Station	3	3	0	0	0	100
Smoke Detector	4	4	0	0	0	100
Strobe	2	2	0	0	0	100

DEVICE DEFICIENCIES

No device deficiencies in this inspection.

FACP PANEL										
#	LOCATION	DESCRIPTION	MANUFACTURER	MODEL	DEVICE	TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st floor, FACP CONTROL ROOM	Front Door	Silent Knight	6820	FACP Panel	FACP	001081	Michael Kelsey	10/21/2024	Passed
Is the panel in a normal condition at the start of the inspection?										Yes
Alarm, Supervisory, and Trouble Signals (Inputs)										No
Circuit Supervisory (Including Opens, Shorts & Ground Faults)										No
Alarm verification sequence verified										Yes
Power Supply Supv - Loss Of Ac Power/Batts										No
Fuses/Lamps/LED Tested & Verified										Yes
Interface Equip Verification Of Required Signals										Yes
Main Power Supply Tested Under Full Load										Yes
Door Holders										Yes
Remote Annunciator(S) - Operation/Verification										Yes
Initiating Devices Test										Yes
Elevator Recall Function & Shunt Trip Operation										Yes
Masterbox / Central Station Account #										12-1234
Alarm Notification Appliances Tested										Yes
Signals Sounded Per Customer Request										Yes
Primary Power- Nominal Voltage										120 vac
Primary Power- Amps										30
Primary Power- Location										Mechanical Room
Disconnecting means location										Panel B Breaker 21

BATTERY							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Mechanical Room	FACP	Battery	345456567	Michael Kelsey	10/21/2024	Passed
Amp hour rating							8
Visual inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							No
Manufacturer Date Code							03/06/2024
Battery Install Date							06/13/2024
Voltage with charger							12.69
Voltage without charger							12.63
Load Voltage Test							Pass
Load Voltage Test Results (%)							95
2	Mechanical Room	FACP	Battery	356786986	Michael Kelsey	10/21/2024	Passed
Amp hour rating							8
Visual inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							No
Manufacturer Date Code							03/06/2024
Battery Install Date							06/13/2024
Voltage with charger							12.6
Voltage without charger							12.61
Load Voltage Test							Pass
Load Voltage Test Results (%)							95

AHU FAN SHUTDOWN								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	2nd FLOOR	AHU 1 Shutdown		AHU Fan Shutdown	362884765	Michael Kelsey	10/21/2024	Passed

ALTERNATE ELEVATOR RECALL								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	2nd FLOOR	Alternate Elevator Recall		Alternate Elevator Recall	376578009	Michael Kelsey	10/21/2024	Passed

ANNUNCIATOR								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1ST FLOOR	Annunciator		Annunciator	123237779	Michael Kelsey	10/21/2024	Passed
Type of Annunciator								LED

CO/SMOKE/HEAT WITH SOUNDER BASE								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Mechanical Room	Mechanical Room		CO/Smoke/Heat With Sounder Base	534356789	Michael Kelsey	10/21/2024	Passed
Sensitivity Range								2.4 to 3.7
Sensitivity Value								3.1

DACT MAIN								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Mechanical Room	DACT		DACT Main	325698604	Michael Kelsey	10/21/2024	Passed
Central station company								Central
Communicator model name and number								Starlink
Does communicator possess dual connection functionality								Yes
Number of lines connected								2
Account Number								34-3423
Serial Number								8675
Receiving Station Operator ID / Name								John Lee #3241
Line 1 Type								Cell
Line 2 Type								Cell

DOOR HOLDER								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st FLOOR	Double Door Hall 1		Door Holder	543347665	Michael Kelsey	10/21/2024	Passed
2	1st FLOOR	Double Door Hall 1		Door Holder	653557823	Michael Kelsey	10/21/2024	Passed

DUCT DETECTOR								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	1		Duct Detector	—	Michael Kelsey	10/21/2024	Passed
Sensitivity Range								2.5 to 3.7
Sensitivity Value								2.9

ELEVATOR SHUNT TRIP

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Mechanical Room	Elevator Shunt Trip		Elevator Shunt Trip	271839206	Michael Kelsey	10/21/2024	Passed

HEAT DETECTOR

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1ST FLOOR	Elevator Machine Room	M1-30	Heat Detector	001080	Michael Kelsey	10/21/2024	Passed
2	1ST FLOOR	Mech Room	M1-26	Heat Detector	001079	Michael Kelsey	10/21/2024	Passed
3	2ND FLOOR	Mech Room	M1-32	Heat Detector	—	Michael Kelsey	10/21/2024	Passed
4	1ST FLOOR	Pool Room	M1-31	Heat Detector	—	Michael Kelsey	10/21/2024	Passed

MAGNETIC LOCK

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Front entrance		Magnetic Lock	365797321	Michael Kelsey	10/21/2024	Passed

PRIMARY ELEVATOR RECALL

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st FLOOR	Primary Elevator Recall		Primary Elevator Recall	365134790	Michael Kelsey	10/21/2024	Passed

PULL STATION

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1ST FLOOR	Center Stair	M1-34	Pull Station	433568932	Michael Kelsey	10/21/2024	Passed
2	1ST FLOOR	East Exit	M1-33	Pull Station	366577876	Michael Kelsey	10/21/2024	Passed
3	1ST FLOOR	West Exit	M1-35	Pull Station	354366687	Michael Kelsey	10/21/2024	Passed


SMOKE DETECTOR

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1ST FLOOR	Above FACU	M1-1	Smoke Detector	001061	Michael Kelsey	10/21/2024	Passed
Sensitivity Range								2.7 to 3.5
Sensitivity Value								3.1
2	1ST FLOOR	Hall by Room 101	M1-2	Smoke Detector	001062	Michael Kelsey	10/21/2024	Passed
Sensitivity Range								2.7 to 3.5
Sensitivity Value								3.1
3	1ST FLOOR	Room 101	M1-3	Smoke Detector	001063	Michael Kelsey	10/21/2024	Passed
Sensitivity Range								2.7 to 3.5
Sensitivity Value								3.1
4	1ST FLOOR	Room 102	M1-4	Smoke Detector	001064	Michael Kelsey	10/21/2024	Passed
Sensitivity Range								2.7 to 3.5
Sensitivity Value								3.1

Notification Devices

HORN/STROBE							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1ST FLOOR	Hall by room 101	Horn/Strobe	001087	Michael Kelsey	10/21/2024	Passed
2	1ST FLOOR	Hall by room 102	Horn/Strobe	001088	Michael Kelsey	10/21/2024	Passed
3	1ST FLOOR	Hall by room 103	Horn/Strobe	001089	Michael Kelsey	10/21/2024	Passed
4	1ST FLOOR	Hall by room 104	Horn/Strobe	001090	Michael Kelsey	10/21/2024	Passed
5	1ST FLOOR	Hall by room 105	Horn/Strobe	001091	Michael Kelsey	10/21/2024	Passed
6	2ND FLOOR	Hall by room 201	Horn/Strobe	001092	Michael Kelsey	10/21/2024	Passed
7	2ND FLOOR	Hall by room 202	Horn/Strobe	001093	Michael Kelsey	10/21/2024	Passed
8	2ND FLOOR	Hall by room 203	Horn/Strobe	001094	Michael Kelsey	10/21/2024	Passed
9	2ND FLOOR	Hall by room 204	Horn/Strobe	001095	Michael Kelsey	10/21/2024	Passed
10	3RD FLOOR	Hall by room 301	Horn/Strobe	001096	Michael Kelsey	10/21/2024	Passed

STROBE							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1ST FLOOR	Hall by room 106	Strobe	—	Michael Kelsey	10/21/2024	Passed
2	3RD FLOOR	Hall by room 304	Strobe	—	Michael Kelsey	10/21/2024	Passed

Inspector Signature  Inspector Name Mike Kelsey DATE 10/21/2024

APPENDICES

BUILDING NOTES IMAGES APPENDIX

Notes:

1. Payment. Payments are prepaid or shall be invoiced and due upon receipt. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by the company. Where a customer establishes and maintains satisfactory credit, payments shall be due upon receipt of the invoice. Company reserves the right to revoke or modify customer's credit at its sole discretion. The customer's failure to make payment when due is a material breach of this agreement. If customer fails to make any payment when due, in addition to any other rights and remedies available, company shall have the right, at company's sole discretion, to stop performing any services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees. Customer's failure to make payment when due is a material breach of this agreement until the account is current.
2. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to customer.
3. LIMITATION OF LIABILITY; LIMITATION OF REMEDY: It is understood and agreed by the customer that company is not an insurer and that insurance coverage, if any, shall be obtained by the customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the customer's property and the property of others located on the premises. Customer agrees to look exclusively to the customer's insurer to recover for injuries or damage in the event of any loss or injury and that customer releases and waives all right of recovery against company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability for fitness for a particular purpose that equipment or services supplied by company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of company to perform any obligations under this agreement. Accordingly, customer agrees that, company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Company's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$5,000.00. Notwithstanding the foregoing sentence, under no circumstances shall Company be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature. If the company is found liable for any loss or damage due to its gross negligence, the company's liability shall not exceed \$7,500.00. If customer desires company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount of payable by the customer for the assumption by company of such greater liability, provided however that such rider shall in no way be interpreted to hold company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers, and directors.
4. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. The customer shall promptly notify company of any malfunction in the covered system(s), which comes to customer's attention. This agreement assumes any existing system(s) are in operational and maintainable condition as of the agreement date. If, upon initial inspection, company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined company shall be relieved from any and all liability arising therefrom.
5. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, customer shall supply and maintain sufficient heat to prevent freezing of the system or damage to the existing fire sprinkler system. The customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that the Company cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Company expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use. Customer shall further supply the following: safe work environment including but not limited to preventative measures in situations where the covered system(s) are non-operational to protect against personal injury, death, and property damage, access to systems, and shall comply with all laws codes, and regulations pertaining to the equipment and/or services provided under this agreement.
6. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, patching; painting; replacement of ceiling tiles; provision for fire watches; clearing of ice blockage; draining of improperly pitched piping; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s).
7. OSHA Compliance. Customer shall indemnify and hold company harmless from and against any and all claims, demands, and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of company.
8. Pollution and Mold. Customer shall indemnify and hold company harmless from and against any and all claims, demands, and/or damages arising in whole or in part from pollution or Mold unless said claims, demands or damages are a direct result of causes within the exclusive control of company.
9. Hazardous Materials. Customer represents that, except to the extent that company has been given written notice of the following hazards prior to the execution of this agreement, to the best of customer's knowledge there is no 1) "Permit confined space," as defined by OSHA, 2) Risk of infectious disease, 3) need for air monitoring, respiratory protection, or other medical risk 4.) Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this agreement. All of the above are hereinafter referred to as "hazardous conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by company during the course of company's work, the discovery of such materials shall constitute an event beyond company's control and company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by customer as certified in writing by an independent testing agency, and customer shall pay disruption expenses and re-mobilization expenses as determined by company. This agreement does not provide for the cost to capture, containment or disposal of any hazardous materials, encountered during the installation, service, or performance of any covered system(s). Said materials shall at all times remain the responsibility and property of customer. Company shall not be responsible for the testing, removal, or disposal of such hazardous materials.
10. Incidental Losses. All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser
11. Insurance. Customer shall name company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on customer's general liability and auto liability policies. Customer's insurance shall be primary and non-contributory.
12. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any company employee, or induce any company employee to leave his or her employment with company, for a period of two (2) years after the termination of this agreement.
13. Limited Warranty. Subject to the limitations below, company warrants any services pursuant to this agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of beneficial use or all or any part of the covered system(s) provided however, that company's sole liability, and customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the equipment or any part thereof, which company determines is defective, at company's sole option and subject to the availability of service personnel and parts, as determined by the company. Company does not warrant consumable items that have been consumed. Company does not warrant items designed to fail in protecting the covered system(s) such as, but not limited to, fuses, breakers, or lightning protection devices. Company reserves the right to void the warranty on equipment due to misuse, accident, negligence, unauthorized alteration, abnormal conditions, exposure to moisture, humidity, excessive temperatures, extreme environmental conditions, computer viruses, hacker attacks, or as a result of connection to or use with any accessory or product not approved or authorized by company. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS, OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during company's normal working hours. If customer requests warranty service at other than normal working hours, service will be performed at company's then current rates for after hour services. Any repairs, adjustments, or interconnections performed by customer or any third party shall void all warranties.
14. Warranty Disclaimer. This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. Customer agrees that it has not retained company to make these assessments unless otherwise specifically indicated.
15. Indemnity. Customer agrees to indemnify, hold harmless, defend, and release company from liability and shall reimburse the company for any and all liabilities, losses, damages, costs, injuries, claims, suits, judgements, causes of actions, expenses, including expert fees and costs, and expenses including reasonable attorney fees, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to hazardous conditions whether or not customer pre-notifies company of the existence of said hazardous conditions, arising in any way from any act or omission of customer or company relating in any way to this agreement, including but not limited to the services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
16. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omission of customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of company's subcontractors, failure or delay in furnishing complete information by customer with respect to location or other details of work to be performed, impossibility or impracticability of performance, or any other cause or causes beyond company's control, whether or not similar to the foregoing. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of the material and labor not furnished, shall be due and payable upon receipt of invoice by customer.
17. One (1) Year Limitation of Actions; Choice of Law. Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Ohio without regard to such state's conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Montgomery County, Ohio, and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.
18. Confirmation of Appointments; Consent to Call/Email/Text/Chat. Customer expressly authorizes A1 and its authorized representatives to contact Customer at the telephone number(s) and email address(es) provided by Customer to A1: (a) using an automated calling device to deliver a prerecorded message to set/confirm a service/installation appointment; (b) from time to time with information and offers about products and services that might interest Customer; and (c) to use email or fax as a means to

communicate with customer.

19. **Customer Acknowledgment.** Customer acknowledges that: (a) when presenting its proposal to Customer, A1 explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from A1 at an additional cost to the Customer; and (c) Customer desires and has contracted for only the Equipment/Service(s) /System purchased; (d) such Equipment/Services/System purchased are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage A1 to carry out the installation in the premises; (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services/System; and (g) Customer agrees to the **TERMS AND CONDITIONS**.

20. **Electronic Media.** A1 may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. A1 may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.

21. **Waiver of Subrogation.** In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.

22. **Waiver of Release for Marketing Purposes.** Customer agrees that company may utilize any work or final product for the purpose of promotion or marketing of company.

23. **Assignment.** Customer may not assign this agreement without company's prior written consent. Company may assign this agreement to an affiliate without obtaining customer's consent.

24. **Section Headings.** Section headings have been inserted herein for convenience of reference only. If there is any conflict between such headings and the text herein, the text shall control.

25. **Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with company enforcing the terms and conditions of this agreement.

26. **Severability.** If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. **Entire Agreement.** The parties intend this agreement, together with any attachments or Riders (collectively the "agreement") to be the final, complete and exclusive expression of their agreement and the terms and conditions thereof.