

### TERMS AND CONDITIONS

These Terms and Conditions (together with the Engagement Document, the “Agreement”) is made and entered into between Walsh Door & Hardware Co, DBA: Walsh Door & Security, with its principal office located at 2600 Delaware Avenue, Des Moines, IA 50317, (hereinafter referred to as “WALSH”) and the person identified on the Engagement Document receiving and/or paying for the Work (the “Customer”).

1. **SCOPE OF WORK.** WALSH shall perform the services and/or provide the products as outlined in the Scope of Work.
  - a. For purposes of this Agreement, (i) the “Scope of Work”, or “Work” is defined by the Engagement Document, clarified and limited by any Design Documents, further defined by those optional selections made by Customer on the Engagement Document at time of acceptance by Customer and is limited by this Agreement; (ii) the “Engagement Document” shall mean a document prepared by WALSH and identified as a Proposal, Change Order, Work Order or Service Confirmation. Each Engagement Document must reference the Agreement, be approved by WALSH and be accepted by Customer; and (iii) “Design Documents” are drawings, plans, specifications, schematics, and equipment lists prepared by WALSH, which may be attached or provided to Customer as part of an Engagement Document.
  - b. The Scope of Work may be limited, defined or expanded with a “Change Order”. Customer acceptance of a Change Order shall modify the Scope of Work and the Change Order shall be considered an amendment to the Engagement Document.
  - c. WALSH shall not be obligated to provide any service or products to Customer not selected by Customer on the Engagement Document and paid for by Customer.
2. **GENERAL PROVISIONS.**
  - a. **DESIGN.** Customer and WALSH have jointly developed the Scope of Work, and Customer has the sole and final responsibility for the design and specifications in the Scope of Work. WALSH shall have no liability to Customer for any loss or damage claimed because of: (i) any defect or alleged defect in the design, specifications or Scope of Work, (ii) failure of the System to perform as desired or anticipated or (iii) deficiency, defect or failure of the hardware owned and installed by the Customer excluding the WALSH Supplied Systems (the “Existing Customer System”).
  - b. **PROGRAMMING.** Programming is an essential element of the operation and performance of every system, including the hardware provided and/or installed by WALSH, as identified on any Engagement Document (the “WALSH Supplied System”). System programming is based on conditions and circumstances provided to WALSH by Customer at the time of installation, and any changes thereto or in Customer operations after installation of the WALSH Supplied System will impact the performance of the System. For purposes of this Agreement, “System” includes both the WALSH Supplied System and Existing Customer System. WALSH DOES NOT WARRANT OR GURANTY THE EXISTING CUSTOMER SYSTEM.
  - c. **OWNERSHIP OF DESIGN WORK.** Prior to completion of the Work, Design Documents produced by WALSH shall remain the property of WALSH. Design Documents shall be returned to WALSH on demand at any time prior to substantial completion of the Work and shall: (i) be considered confidential information and trade secrets of WALSH, (ii) not be used by Customer on other projects or extensions of a project included within the Works, or obtain other bids, except by agreement in writing and with appropriate compensation to WALSH and (iii) not be reproduced in whole or in part without the prior written consent of WALSH. Upon WALSH’s substantial completion of the Work and payment in full, Customer shall have the ownership of the Design Documents within the Scope of Work unless otherwise provided in the Engagement Document.
  - d. **DRAWINGS PROVIDED BY CUSTOMER.** Upon request from WALSH, Customer shall furnish all general construction, architectural building design and mechanical drawings to WALSH.
  - e. **SOFTWARE LICENSE(S).** Software required to operate the System of the Customer are governed by the license agreement provided by the software developer or the licensor of the software.
  - f. **CARE OF THE SYSTEM.** Customer agrees not to tamper with, remove, move, modify or interfere with the System, and Customer shall pay the cost of repairs or replacement not covered under warranty or service terms between WALSH and Customer set out in the Engagement Document. Cloud based security monitoring services are provided by WALSH in accordance with the Terms and Conditions for Cloud Based Monitoring.
  - g. **WIRELESS AND INTERNET ACCESS CAPABILITIES.** Customer is responsible for supplying high speed internet access at the physical location where WALSH Supplied System will perform the Work as specified in the Engagement Document (the “Customer Location”). In addition, the following shall apply: (i) WALSH does not provide internet service, maintain internet connection, wireless access or communication pathways, computer, smart phone or the server for the WALSH Supplied System; (ii) WALSH is not responsible for Customer’s access to the internet or any interruption of service or down time of remote access caused by loss of internet service, radio or cellular used by Customer to access the System; (iii) Customer acknowledges that any system of security components can be compromised if the codes or devices used for access are lost or accessed by others and WALSH shall have no liability for such unauthorized access; (iv) WALSH is not responsible for the security or privacy of any network system, including wireless access points; (v) WALSH shall have no liability for unauthorized access to the System, or data corruption or loss.
3. **ASSESSMENT.** If Assessment is a deliverable provided by WALSH under the Engagement Document, the following shall apply:
  - a. **DELIVERABLE.** WALSH shall survey the Customer Location and provide Customer a written document with recommendations (the “Assessment Document”).
  - b. **TIME OF SURVEY.** The survey shall be performed by WALSH between 8:00 a.m. and 5:00 p.m., excluding weekends and holidays (“Normal Working Hours”). The quoted fee assumes normal eight (8) hour working days (excluding holidays, weekends and overtime). Customer shall pay additional charges for work performed by WALSH outside of Normal Working Hours or during overtime requested by Customer.
  - c. **UPDATES; LIMITATIONS.** WALSH shall be under no obligation to update the Assessment Document for changes in the Customer Location following the survey. In the event Customer instructs WALSH to perform additional survey(s) and/or its recommendations, Customer agrees to pay the charges in effect at the time. The Assessment Document shall be subject to the limitations and assumptions stated in the Assessment Document provided to Customer.
  - d. **CONFIDENTIALITY.** Customer shall restrict access to the Assessment Document. Customer agrees that it will keep the Assessment document confidential and will not release any part of it to the public.
4. **PRODUCT PURCHASE.**
  - a. WALSH agrees to sell, transfer and deliver the WALSH Supplied System to Customer for the purchase price set forth in the Engagement Document, subject to all of the covenants, terms and conditions hereof.
  - b. Customer agrees to purchase the WALSH Supplied System, subject to all of the covenants, terms and conditions hereof, and to pay WALSH the purchase price set forth in the Engagement Document. Typographical and other clerical errors in the Engagement Document are subject to correction.
  - c. Prior to Installation Customer may inspect the WALSH Supplied System and reject the WALSH Supplied System solely if it is defective or non-

conforming. If the WALSH Supplied System is defective or non-conforming WALSH shall replace or repair the WALSH Supplied System so as to conform to the Engagement Document.

d. Delivery shall be made in accordance with the terms of the Engagement Document and this Agreement.

5. **INSTALLATION:** If Installation is a deliverable provided by WALSH under the Engagement Document, the following shall apply:

- a. **CONSTRUCTION WORK.** Installation included only the direct work of the WALSH Supplied System and does not include any related work.
- b. **ACCESS TO/ALTERATION OF CUSTOMER LOCATION:** Customer shall provide free and convenient access to the Customer Location, the areas where the WALSH Supplied System is to be installed, and shall coordinate with WALSH to provide safe and timely passage in the work area during the installation of the WALSH Supplied System. WALSH may make preparation, which in the sole discretion of WALSH is reasonably necessary for the performance of Work. WALSH shall not be responsible for any condition created thereby. Customer represents that the owner of the Customer Location, if other than Customer, authorized the performance of the Scope of Work by WALSH under the terms of this Agreement.
- c. **MATERIALS.** All materials to be furnished by Customer shall be of quality acceptable to WALSH, and installed in strict conformity with the specifications supplied by WALSH.
- d. **PERSONNEL.** Installation of the WALSH Supplied System must be made by WALSH's approved installers and WALSH's limited warranty shall apply only under this condition. If local ordinances require WALSH to use local labor, the cost of such local labor will be added to the Engagement Document.
- e. **RISK OF LOSS.** If delivery is by common carrier, risk of loss shall pass to Customer when the WALSH Supplied System or any equipment is delivered by WALSH to the common carrier for shipment to Customer. If delivery to Customer is by WALSH's contract carrier, risk of loss shall pass to Customer when delivered to the Customer Location.
- f. **TOOLS AND EQUIPMENT.** WALSH shall furnish all necessary tools and labor necessary to deliver and install the WALSH Supplied System. Customer assumes responsibility and expense for the Customer Location as may be necessary while WALSH moves heavy equipment over the same.
- g. **TIME OF INSTALLATION.** The Work shall be performed by WALSH during Normal Working Hours. Customer shall pay additional charges for work performed by WALSH at the written request of Customer outside of Normal Working Hours. Idle time incurred by WALSH employees and subcontractors due to inability to enter the Customer Location will be invoiced at WALSH's current labor rates. Where WALSH's subcontractor is prevented from working by Customer's request or for any cause not solely attributable to WALSH, the additional cost of withdrawing and returning to the job or of retaining the subcontractor without work shall be paid by Customer. Should the subcontractor be withdrawn from the job through no fault of WALSH, Customer shall be responsible for protecting all Work against damage. Travel to and from the Customer Location to perform the agreed upon Scope of Work is included. Additional or duplicate Customer Location visits required due to factors beyond WALSH's control will be invoiced at WALSH's current labor rates.
- h. **TESTING OF THE SYSTEM.** Once installed, Customer has exclusive possession and control of the System and the sole responsibility to: (i) test the operation of the System, (ii) notify WALSH of needed repairs, (iii) maintain the system and (iv) control the Customer Location conditions.
- i. **REPAIR AND SERVICE FOLLOWING INSTALLATION.** WALSH shall not be required to service the System unless during the limited warranty period or unless Customer and WALSH have agreed in the Engagement Document.
- j. **CUSTOMER LOCATION CONDITIONS.** Customer shall:
  - i. Provide adequate mounting space for all head end devices based on requirements provided to Customer by WALSH.
  - ii. Provide and coordinate 110 VAC electrical service where needed and emergency alternative power if Customer desires (If Customer desires the System to function during a power failure).
  - iii. Install and cause to be operational all LAN/WAN connections, addressing, network functionality, and telephone lines prior to WALSH commencing the Work.
  - iv. Furnish WALSH with sufficient floor spacing for the storage of materials and tools.
  - v. Maintain adequate environmental and hazard protection for all equipment and the System to prevent failure.
  - vi. Any other conditions specified in the Scope of Work.
- k. **ACCESS CONTROL.** Unless otherwise specified on the Engagement Document: (i) all doors, associated hardware, and access control cards are not included; (ii) modification of any new or existing fire doors is not included; (iii) alignment of new or existing doors is not included; (iv) programming and configuration of Customer's controllers and/or servers is included, excluding ongoing backups, updates, or antivirus software; and elevator control programming and traveling cable installation and/or service are not included; and (v) Customer and the fire alarm service provider for Customer Location are responsible for the fire alarm release. Any permits required with the fire alarm system or release shall be obtained by the fire alarm service provider.
- l. **VIDEO SURVEILLANCE.** Customer shall provide adequate interior and exterior lighting conditions (including sunscreens as necessary).
- m. **INTRUSION ALARM MONITORING.** Any connection or interface to the System not supplied by WALSH shall be at Customer's cost and Customer shall indemnify and hold WALSH harmless from any claims brought against WALSH as the result of such connection.

6. **SERVICES.** "Support Services" include managed services and service.

a. **MANAGED SERVICES AGREEMENT.**

- i. **CUSTOMER REMOTE ACCESS.** The System may transmit data via Customer's high speed internet, cellular or radio communication service. WALSH will grant access to the System permitting Customer to monitor, access, and arm disarm and bypass zone on the System and view the remote video cameras.
- ii. **ACCESS CONTROL ADMINISTRATION.** WALSH will maintain the database for the operation of the access control system. Customer will advise WALSH of all change in personnel and/or changes to access levels of authorization and restrictions, providing access card serial numbers or biometric data and such data Customer deems necessary to identify personnel. All communications by Customer to WALSH regarding personnel access must be via fax or email. WALSH shall have remote internet access to Customer's designated access control computer to program and make database updates to the access control system. Customer is responsible for maintaining its computer, computer network and internet access.

b. **SERVICE.**

- i. WALSH may provide service to a Customer pursuant to the Engagement Document or on a time and materials basis with a Work Order.
- ii. If indicated in the Engagement Document WALSH shall service the System installed in the Customer Location during Normal Working Hours within a reasonable time after receiving notice from Customer that service is required.
- iii. In the absence of a provision in the Engagement Document, any repair or other services provided by WALSH to the System shall be at WALSH's option on a per call request by Customer.
- iv. Requests for service outside the Normal Working Hours will be subject to additional charges for hours worked and/or traveled and WALSH will respond as expeditiously as possible.
- v. WALSH reserves the right to perform scheduled inspections at the time unscheduled service is requested.
- vi. The Customer Location shall be accessible at all reasonable times during Normal Working Hours. Customer will grant WALSH personnel a right of entry without trespass.
- vii. For all equipment covered pursuant to the terms of the Engagement Document, Customer shall not permit any person or entity except an authorized representative of WALSH to service, repair, maintain or perform any act relating to the same without prior written permission from WALSH.
- viii. Unless parts are covered pursuant to the terms of an Engagement Document, Customer agrees to pay for new parts to replace a worn or broken System, and for repairs for damages incurred other than normal wear and use, solely as determined by WALSH.
- ix. Any repair, replacement or alteration to the System made by an alteration to the Customer Location, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal use, shall be made at Customer's expense.

- x. WALSH agrees that it will not attach or connect any apparatus or device to the System without WALSH's written consent.
  - xi. Customer agrees that where valuables are readily accessible, WALSH personnel shall be accompanied at all times by an authorized employee or representative of Customer. In no event shall WALSH be legally responsible for the loss or replacement of valuables however caused.
  - xii. An Engagement Document does not cover maintenance and repair necessitated by problems arising prior to this Agreement.
  - xiii. WALSH warrants that the services will be of a professional quality conforming to the generally accepted industry standards and practices.
7. **TERM.** If WALSH provides any Support Services, the "Term" of this Agreement begins on the earlier of when WALSH first provides services or service coverage to Customer and shall end after the period of time specified in the Engagement Document. If no Term is specified, the Term shall be three (3) years. Thereafter, this Agreement shall renew automatically for Term(s) equal in length to the initial Term at the rates in effect at the time of the renewal (provided however WALSH may provide written notice of an increase in price no less than thirty (30) days prior to renewal) unless either party provides written notice of cancellation to the other thirty (30) days before the expiration of the initial or renewal Term(s). If Customer delivers written notice of cancellation prior to the end of the Term, Customer shall pay a termination fee equal to fifty percent (50%) percent of the price of the contracted Support Services for the duration of the remaining initial or renewal Term and WALSH shall be entitled to retain all payments and deposits received from Customer. If WALSH does not provide Support Services, this Agreement shall apply until WALSH has completed the Work and to any additional Work performed by WALSH thereafter.
8. **PAYMENT TERMS.** Payment is due thirty (30) days after receipt of an invoice, and pre-payment may be required to commence Work if indicated on the Engagement Document. Customer shall pay a finance charge of one and one quarter (1.25%) percent of the unpaid balance per month accruing from thirty (30) days after receipt of the invoice. If Customer fails to pay WALSH within thirty (30) days following the invoice date, WALSH may consider the default a breach of the Agreement and all duties of WALSH may be suspended or terminated, work product may be withheld (without liability of any kind to WALSH) and the full amount of the Engagement Document shall be due and payable. WALSH or any subcontractor engaged by WALSH to perform the Work or furnish material who is not paid shall have a claim against Customer or the owner of Customer Location which may be enforced under applicable lien laws. Customer shall be responsible for payment of all costs associated with enforcement of any unpaid amount.
9. **LIMITED WARRANTY.** To the extent not otherwise covered pursuant to an applicable manufacturer warranty and subject to this Agreement, WALSH warrants only the WALSH Supplied System and all WALSH installation labor rendered as part of the Work to Customer against defects in materials and labor for a period of twelve (12) months from the date of installation by WALSH (the "Warranty Period").
- a. In the event of a warranty claim, WALSH reserves the option to either replace or repair the WALSH Supplied System, and reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of the limited warranty. The limited warranty does not include batteries, wire, reprogramming, damage caused by weather, electrical surges, communication pathway interruption of service or other external factors.
  - b. Customer acknowledges and agrees that WALSH is not the manufacturer of the System, and other than WALSH's limited warranty, and Customer agrees to look exclusively to the manufacturer of the system for repairs under its warranty policy, if any.
  - c. The limited warranty shall not apply if Customer has breached or failed to comply with any provisions of this Agreement (including payment requirements).
  - d. WALSH does not represent or warrant that: the System may not be compromised or circumvented, that the System will prevent any loss by burglary, or that they System will in all cases provide the protection for which it is installed.
  - e. Customer's exclusive remedy for WALSH's breach of the limited warranty or negligence to any degree is to require WALSH to repair or replace, at WALSH's option, any WALSH Supplied System which is non-operational (up to the maximum amount set forth in Section 14). Any shipping charges with a repair or replacement shall be the responsibility of Customer.
  - f. Expendable supplies, equipment, System components and parts, or any portions of the Work or System which have been misused, abused, not used in the manner intended, neglected, damaged, modified, improperly installed or manipulated in any manner by Customer or a third party are not covered by the limited warranty.
  - g. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, WALSH MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO ANY GOODS, SERVICES, LABOR OR OTHER ITEMS PROVIDED BY WALSH TO CUSTOMER ("WALSH DELIVERABLES"), THE INSTALLATION, MATERIALS, EQUIPMENT, THE WORK OR THE SYSTEM SPECIFICALLY FOR WALSH SUPPLIED SYSTEM AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY AND/OR THE WARRANTY OF FITNESS FOR A PURPOSE.
  - h. WALSH DOES NOT WARRANT OR GUARANTY THE EXISTING CUSTOMER SYSTEM.
10. **TIMELINES; DELAY.** The dates on the Engagement Document are estimates of substantial completion, and are not guaranteed completion dates. Customer understands that delays are inevitable and Change Orders will affect timelines and the WALSH Deliverables. WALSH shall not be considered a manufacturer under this Agreement and is not responsible for: (i) delays in manufacturing or shipping of parts or equipment necessary to maintain or install the WALSH Supplied System or (ii) the unavailability of the System or parts due to obsolescence, manufacturing or restrictions by manufacturers.
11. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS.** Customer agrees to indemnify and hold harmless WALSH, its employees, agents, subcontractors and employees and agents of subcontractors, including reasonable attorneys' fees and losses, from and against : (i) all claims and lawsuits, including those brought by third parties or by Customer, asserted against and alleged to be caused by WALSH's performance, negligence or failure to perform any obligation under this Agreement, (ii) any breach of this Agreement by Customer and/or (iii) any modification of or connection to the System by any person or entity other than WALSH. Customer, on its behalf and on behalf of any insurance carrier, waives any right of subrogation Customer's insurance carrier may otherwise have against WALSH or WALSH's subcontractors arising out of this Agreement.
12. **ROLE OF WALSH.** WALSH and Customer agree that:
- a. The Work is part of a System intended to reduce, but not eliminate, the risk of loss for the Customer.
  - b. Customer has selected, accepted and defined the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it.
  - c. WALSH is not an insurer and no insurance coverage is offered herein.
  - d. WALSH shall have no liability, whether in tort or contract, except as provided in this Agreement.
  - e. While the System and/or WALSH Deliverables are designed to reduce the risk of certain losses, WALSH does not and cannot guarantee that no loss will occur.
  - f. WALSH is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to receive data, failure to store data, data breach or property damage sustained by Customer as a result of burglary, theft, fire, equipment failure of the System, smoke or other cause regardless or not such loss or damage was caused by WALSH's negligence, any WALSH Deliverable, or failure to perform any obligation by WALSH. Customer acknowledges and agrees that it shall be responsible for the collection, storage and transfer of any data in the System. Customer warrants that any such data collection, storage and transfer shall be in compliance with all applicable laws, rules and regulations.
  - g. Customer agrees that WALSH shall not be liable for loss or damage due directly or indirectly to any occurrence, non-occurrence, or consequences that the WALSH Deliverables are designed to avert or detect.
  - h. In the provision of any WALSH Deliverable (other than Assessment) WALSH shall have no obligation to recommend improvements to the System.
  - i. Customer released WALSH from any claims for contribution, indemnity or subrogation.
13. **INSURANCE.** WALSH shall not be responsible for any portion of any loss or damage which is recovered by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer shall obtain insurance to cover any loss the System is intended to detect to one hundred (100%) percent of the insurable value. Customer and all those claiming rights under Customer waive all rights against WALSH and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the WALSH Deliverables or covered by insurance to be obtained by Customer, except such rights as they may have to the proceeds of insurance.
14. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL WALSH BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY AS A RESULT OF A DEFECT IN ANY WALSH DELIVERABLE, THE SYSTEM OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY WALSH DELIVERABLE UNDER THIS AGREEMENT, MALFUNCTION OR FAILURE OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY WORK OR WALSH DELIVERABLE, TRANSPORTATION DELAYS OR BREACH OF WARRANTY. CUSTOMER FURTHER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF WALSH AS A RESULT OF: WALSH'S NEGLIGENT PERFORMANCE TO ANY DEGREE, FAILURE TO PERFORM ANY OF WALSH'S OBLIGATIONS, ANY WALSH DELIVERABLES, FAILURE OF THE SYSTEM, STRICT PRODUCTS LIABILITY, OR FOR ANY OTHER LEGAL OR EQUITABLE CLAIM OF CUSTOMER OR ANY THIRD PARTY, WHETHER SUCH CLAIM ARISES UNDER AN ENGAGEMENT DOCUMENT OR OTHERWISE, THAT WALSH'S TOTAL AGGREGATE LIABILITY SHALL BE LIMITED TO \$1,000.00. If Customer wishes to increase the limit in Section 14, Customer may obtain a higher limit by paying an additional amount consistent with WALSH's additional liability exposure. Any such agreed upon increase shall not be construed as insurance coverage.

15. **DEFAULT.** The parties agree that due to the nature of the service(s) to be provided by WALSH, the monthly or other periodic payments to be made by Customer for Support Services are an integral part of WALSH's anticipated revenues and profits. In the event of a default, it would be difficult, if not impossible, to fix the actual damages sustained by WALSH and therefore Customer agrees that in such case eighty (80%) percent of the amount of all payments for the remainder of the Term shall immediately become due and payable upon notice by WALSH to Customer as liquidated damages (and not as a penalty), and WALSH shall be permitted to terminate all its Support Services and to remotely reprogram or delete any programming without relieving Customer of its payment obligation.
16. **FORCE MAJEURE.** WALSH shall not be liable for any damage or loss sustained by Customer due to conditions or events beyond the control of WALSH. Such conditions or events include, without limitation: interruption or failure of utility service, strikes, war, acts of God, criminal or negligent acts of third parties, fire, riots, hardware failure and/or modifications to the System not authorized by WALSH, operator error, negligence and/or use of the System for purpose other than as intended. Repairs as a result of the above shall be paid for by Customer.
17. **GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.** This Agreement has been made and shall be performed under the laws of the State of Iowa without respect to its choice of law considerations, and the laws of said state shall control the interpretation and enforcement of the Agreement. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of any Iowa District Court sitting in Polk County, Iowa in any action or proceeding arising out of or relating to this Agreement or any promissory note given pursuant hereto, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Each of the parties irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any such action or proceeding in such respective courts and jurisdictions. Each of the parties irrevocably consents to the service of any and all process in any such action or proceeding brought in any court in or of the State of Iowa by the delivery of copies of such process to each party, at its address specified for Notices to be given hereunder or by certified mail direct to such address. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM, COUNTERCLAIM, ACTION, PROCEEDING, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PROMISSORY NOTE GIVEN PURSUANT TO THIS AGREEMENT.
18. **RIGHT OF WALSH TO SUBCONTRACT SPECIAL SERVICES.** Customer agrees that WALSH may subcontract any portion of the Work to third parties, and Customer hereby appoints WALSH to act as Customer's agent for the same, which third parties may be independent of WALSH and that WALSH shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence, acts or omissions of third parties except that WALSH shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this Agreement inures to the benefit of and are applicable to any assignee and subcontractors.
19. **NON-SOLICITATION.** Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of WALSH assigned by WALSH to perform any service for or on behalf of Customer during this Agreement and for a period of two (2) years after termination. If Customer violates this provision in addition to injunctive relief, WALSH shall recover from Customer an amount equal to such employee's salary based upon the average three (3) months preceding employee's termination of employment with WALSH, multiplied by a factor of twelve (12), together with WALSH's attorney and expert witness fees.
20. **PERMIT FEES; GOVERNMENTAL REQUIREMENTS.** Customer is responsible for all alarm permits and fees, and Customer shall file for and maintain any permits required by applicable law. WALSH shall have no liability for permit fees, false alarms, or police or fire response. In the event of termination of police or fire response by the police or fire department this Agreement shall nevertheless remain in full force and Customer shall remain liable for all payments provided herein. Should WALSH be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement, Customer agrees to pay WALSH for such service or material.
21. **SECURITY INTEREST; COLLATERAL.** To secure Customer's obligations under this Agreement, Customer grants WALSH a security interest in the WALSH Deliverables until payment in full is received by WALSH. Upon Customer's failure to pay, WALSH shall have all of the rights of a secured creditor under the Uniform Commercial Code and may re-take the WALSH Deliverables, re-sell it and apply the proceeds to Customer's account. Customer grants WALSH the authority to enter the Customer Location for the purpose of exercising its rights to retake possession of the WALSH Deliverables which are not timely paid for by Customer. WALSH shall not be liable to Customer for any damage to Customer Location caused by the removal of such items and Customer specifically waives and releases any such claims.
22. **SURVIVAL.** Sections 11, 12, 14, 17, 19, 20 and 21 shall survive the Term or termination of this Agreement.
23. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be fully binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Customer shall not be permitted to assign this Agreement without the written consent of WALSH. WALSH shall have the right to assign this Agreement and shall be relieved of any obligation on such an assignment. Any assignment in violation of this Section 23 shall be null and void.
24. **RIGHT TO AMEND.** WALSH has the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the System or WALSH Deliverable with notice that WALSH in its sole discretion deems reasonable. Notice of any such claim must be electronically given to Customer. Any Customer use of any service by WALSH for Customer after the notice period shall constitute acceptance of the Agreement as modified.
25. **FULL AGREEMENT/SEVERABILITY.** This Agreement and the Engagement Document constitute the full understanding of the parties and may not be amended, modified or canceled, except in a document accepted by both parties, provided that WALSH may make amendments as specified in Section 23. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance except those set forth in this Agreement. Customer hereby waives all rights and remedies at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. To the extent this Agreement is inconsistent with any other document, agreement, subcontract, purchase order or understanding between the parties, the terms of this Agreement shall govern (except as to any Engagement Document). Should any provision of this Agreement be deemed void, the remaining parts shall not be affected. Customer has accepted this Agreement, and the applicable Engagement Document, on the first of the following: as provided under applicable law, the execution of an Engagement Document, tendering full or partial payment to WALSH, receiving or arranging for the provision of any WALSH Deliverable, or an email from an agent/employee of Customer accepting the Engagement Document or instructing WALSH to proceed with any WALSH Deliverable. The parties contemplate the transmission of electronic messages between them.