



GL Kreiner  
223 W Jackson St  
Spring Grove, PA 17362  
Phone No.: (833)256-8366  
Email: kelly@glkreiner.com

**Prepared especially for**  
**Catholic Charities**

**Site Location**  
**4800 Union Deposit Rd**  
**Harrisburg PA 17111**

**On 8/11/2022**  
**Prepared by Blaise Raville**  
**(833)256-8366**

Proposal: 2588  
Created: 07/29/2022  
Printed: 8/11/2022

**Proposed Solution**

Estimate reflects the installation and relocation of Aiphones throughout the St. Samuel Center located in Harrisburg, PA.

System includes:

- 1) Evergreen: Add Aiphone
- 2) Interfaith: Relocate the Aiphone from the kitchen double door to the office.  
Add 2 Stations for the administrative offices
- 3) Lourdeshouse: Relocate Aiphone from the lounge to the office area

Annual Billing:

OPTIONAL Maintenance Package: \$504 (\$42/MO)

Quantity	Description	Equipment Item
1	COLOR VIDEO DOOR STATION	
1	MASTER MONITOR WITH HANDSET	
1	SUB MONITOR WITH HANDSET	
2	DESK STAND ADJUSTABLE	
1	EXTERNAL SIGNAL RELAY	
2	24VDC 2AMP UL POWER SUPPLY	
1	1M 16AWG 2COND LW CAP PE SLD N	

Quantity	Description	Annual Services
12	Maintenance Discounted	

**Total: \$7,976.36**  
 Total Monthly Billing: \$42.00  
 Total Annually Billing: \$504.00

Prices are firm until 08/25/2022

Terms: Net 30

Quoted by: Blaise Raville

Accepted \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: Ed Kreiner \_\_\_\_\_ Date: 8/10/2022

**Disclaimer**

Due to the current nature and unpredictability of parts, pricing and global supply chains, G.L. Kreiner, Inc. dba DW Security will honor the terms of this agreement for up to 30 days from the time of the signing of the agreement. If the project can not be started within 30 days of the signing of this agreement, the pricing is subject to change. If a down payment of at least 50% is received for the project, the pricing listed on this agreement will remain in effect.

1. (50% of Investment) is to be paid upon signing of this agreement, and the remaining balance is to be paid upon completion of said installation of the communication software and equipment.

2. Annual Services are to be paid annually in advance. Monthly charges may be prorated to coincide with standard periods. A late payment charge of one and three-quarter percent (1 3/4%) per month may be added to all amounts that remain unpaid after payment due date.

For the consideration hereinafter mentioned, G.L Kreiner, Inc. dba DW Security (referred to as "DW Security" or "DWS" or "Alarm Company") agrees to furnish the Subscriber with the following services as checked and provide any other of the listed services upon request at established rates. The transmitting and receiving equipment necessary for monitoring service remains the property of the Alarm Company. Title and ownership of all other equipment, wiring and apparatus shall remain with Alarm Company, or transfer to subscribers upon full payment of purchase price.

\_\_\_\_\_ Secured Cellular Back-Up Communications ("SCBC"). I understand that without SCBC, alarm signals generated from my property may not be transmitted to the monitoring station in the event the phone line is disabled, circumvented, or not functioning. I further understand that DSL may affect reliability and that VOIP service is not compatible with traditional monitoring and will require SCBC Equipment.

**Terms and Conditions**

1. The Alarm Company assumes no liability for interruption of service due to strikes, riots, floods, fires, interruptions in communication services, acts of God, or any causes beyond the control of the Alarm Company is not required to supply to the Subscriber while such interruptions exist.

2. The Subscriber will provide access to the premise to the Alarm Company, its agents and employees for service and will obtain for the Alarm Company permission as may be required from the landlord or others to carry out this Agreement. The Alarm Company will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of the Subscriber's buildings or structures. The Subscriber agrees to furnish any necessary continuous electrical current and outlets at the Subscriber's expense for the Alarm Company equipment. If the Subscriber requires work to be performed by the Alarm Company on a non-standard business hour schedule or by other persons or contractors, the Alarm Company shall be reimbursed for the additional costs incurred. The Subscriber acknowledges that the Alarm Company has no ability to determine the existence of hidden pipes, wires or other obstructions within the walls, floors, or in the ground and it is the Subscriber's obligation to make the Alarm Company aware of such conditions, and the Subscriber shall be solely responsible for any damages resulting from the failure to disclose such conditions. The Subscriber understands the installation will necessitate drilling and cutting into various parts of Subscriber's premises and gives the company permission to do so. The Subscriber also agrees to allow surface wiring as needed and understands that any requirement for plenum wire or conduit will be at an additional charge unless otherwise specified in the Agreement.

3. The Alarm Company does agree, in accordance with the repair services chosen by the Subscriber as checked, to repair the Alarm System during the term of this Agreement. Required Service: Police Agencies require repair of systems which cause false alarm problems. The Subscriber agrees to carefully and properly test the Alarm System, including testing any motion detectors, capacitance or other electronic equipment prior to each closed period and shall immediately report to the Alarm Company any problem with the Alarm System. The Alarm Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical and may use new, or refurbished substitute components or replacement parts of similar operational intent. The Subscriber shall at all times be solely responsible for the maintenance of the sprinkler system, if any, including providing adequate heat to the building, so that the sprinkler system will at all times be in good working order. The Subscriber agrees that all repair service to the Alarm System caused by improper use of the Alarm System, misuse, abuse, vandalism, lightning, or any other act of God is billable regardless of the repair chosen by the Subscriber.

4. The Alarm Company, upon receipt of an alarm signal from the Subscriber's premise is authorized by the Subscriber or its representative to verify the legitimacy of the signal. If it is determined that an emergency condition exists, the Alarm Company will then make a reasonable effort to notify the police/fire department having jurisdiction and the Alarm Company shall make a reasonable effort to notify the Subscriber or its designated representative by telephone unless runner service is provided or the Alarm Company has been instructed to do so otherwise by the Subscriber. Should the Subscriber's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the Central Station overburdening operators, Subscriber agrees to pay the Alarm Company for the service call at the then current rate for such call.

5. Except as otherwise herein provided, this Agreement shall remain in full force and effect for a period of five (5) years from the date on which the monthly charges or time and material charges under this Agreement become effective, and thereafter shall continue for five (5) year periods. This Agreement is terminable by the Subscriber ONLY upon written notice by registered or certified mail, made at least (30) days prior to the expiration date of the initial period or any renewal period.

6. The Subscriber hereby agrees that the Alarm Company shall have the right to modify the charges at any times or times after the expiration of six (6) months from the date of the Agreement upon giving the Subscriber written notice a minimum of sixty (60) days in advance of the effective date of such increase, the Alarm Company shall be permitted, at its sole option, upon written notice by certified mail, return receipt requested to the Subscriber, to terminate this Agreement as if the term had expired or the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify the Alarm Company in writing, at least thirty (30) days prior to the effective date of increase will constitute the Subscriber's consent to the increase, and all other terms and conditions for this Agreement shall remain in full force and effect.

7. Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon premature cancellation of service by the Subscriber, the Alarm Company reserves the right to terminate its obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber's premises upon notice to the Subscriber. The Alarm Company will have no obligation to repair or redecorate any portion of the Subscriber's premises due to the removal of the Alarm Company's System upon termination. At such times, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of the Agreement by the Subscriber, and the parties agree that the Subscriber shall immediately pay to the Alarm Company, upon any breach, or upon premature cancellation of service by the Subscriber, and for liquidated damages the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of the Agreement. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should be the Alarm Company have to place this contract in the hands of any attorney for collection.

8. If the Alarm Company incurs any new or increased charges for the use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by the Alarm Company which increase the Alarm Company's cost of performing this Agreement, the proportional share of such costs shall be payable by the Subscriber in increased monthly charges. The Subscriber gives the Alarm Company its consent to order an access connection on the Subscriber's line from the telephone company for the purpose of providing DLC service from the Subscriber's location to the Alarm Company. The Subscriber agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under the Agreement charged by any governmental body.

9. The Subscriber shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires, or equipment of such System, or to alter, remove or tamper with any System equipment, except the authorized agents of the Alarm Company, without the written permission of the Alarm Company.

10. The Subscriber authorizes and directs the Alarm Company, as its agent, to use its full discretion in detaining or causing the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of the Subscriber during the scheduled closed period and to hold such person or persons until released by the Subscriber or his known representative.

11. LIMITATION OF LIABILITY it's us understood and agreed: That the Alarm Company or its agents, assigns, employees, or independent contractors providing portions of the services for the Subscriber (including, but not limited to, signal carriers, telephone companies, answering services, etc.), all hereinafter referred to as "Others" are not an insurer, that insurance, if any shall be obtained by the Subscriber, that payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on the Subscriber's premises; that the sc.. and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services will avert or prevent, occurrences or the consequences therefrom which the System or services is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the Alarm Company or Others' active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Subscriber because of, among other things:

1. The uncertain amount or value of the Subscriber's property or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert.

2. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.

3. The inability to ascertain what portion, if any, of any loss which would be proximately caused by the Alarm Company or Other's failure to perform or by failure of its equipment to operate.

4. The nature of the service to be performed by the Alarm Company and Others.

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but

not limited to installation, repair service, monitoring, or service or the failure of the System or equipment in any respect whatsoever, the Alarm Company or Others' liability shall be limited to a sum equal to the total of twelve (12) monthly payments or One Thousand Dollars (\$1,000.00), whichever is greater, and this liability shall be exclusive; and that the provision of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, form performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to Assume greater liability, the Subscriber may, as a matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as insurers. This limitation of liability covers all of the Alarm Company equipment and services at all of Subscriber's locations. The Subscriber acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the remote monitoring facility is available at additional cost to the Subscriber.

12. INDEMNIFICATION When the Subscriber ordinarily has the property of others in its custody, or the System extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend, and hold harmless the Alarm Company and Others for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause, including the Alarm Company or Others' performance of failure to perform and including defects in products design, installation, repair service, monitoring, operation or non-operation of the System, whether based upon negligence, active or passive, express or implied contract or warranty, contribution of indemnification of strict or product liability, on the Alarm Company or Others; but this provision shall not apply to claims for loss or damage solely and against, defend and hold Alarm Company or Others while in the Subscriber's premises. The Subscriber agrees to indemnify the Alarm Company and Others against, defend, and hold the Alarm Company or Others harmless from any action for subrogation which may be brought against the Alarm Company or Others by an insurer of insurance company or its agents or assigns including the payment of all damages, expenses, cost and attorney's fees.

13. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire Agreement of the parties is expressed hereinabove and no verbal understandings or agreements shall alter, change or modify the terms and provisions of this Agreement. The subscriber is not relying on any advice of advertisement of the Alarm Company. In the event that any provision of this Agreement and the Subscriber's purchase order, or any other document, this Agreement will govern whether such purchase order is subject to the terms and conditions of this Agreement. The Alarm Company may assign this Agreement without prior notice or consent of the Subscriber; however, the Subscriber may not assign this Agreement unless such assignment shall be consented to writing by the Alarm Company.

14. The parties agree that this Agreement is executed and becomes effective only upon an officer of the Alarm Company signing a copy of the Agreement and that this Agreement is executed in and that venue shall appear proper in York County, Pennsylvania should any portion of this Agreement have to be legally enforced or litigated.

15. If the Subscriber moves its residence or place of business, the Subscriber may move its alarm service to this new location upon the payment of reasonable costs in transferring the Alarm System to the new location. The Subscriber agrees to be liable for any increase in monthly charges occasioned by such a move. All terms in this Agreement will remain in full force and effect and the Subscriber will continue for the remaining period under the terms of this Agreement.

#### **General Terms and Conditions SALES**

1. GL Kreiner Inc. dba DW Security (hereinafter referred to as "DW Security" or "Alarm Company") agrees to sell and install, at Subscriber's premises, and Subscriber agrees to buy, an electronic security alarm system, consisting of the equipment previously installed ; passcode to CPU software remains property of DW Security.

#### **MONITORING**

2. COMMUNICATION SOFTWARE IS LEASED AND REMAINS PERSONAL PROPERTY OF DW Security: DW Security shall lease, install, program and service in the premises of the Subscriber, communication software, which shall remain the sole personal property of DW Security and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by DW Security. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall be leased, remain DW Security property, and all reference in this agreement to communication software shall be deemed to read chip or software. Passcode to CPU software remains property of DW Security. Provided Subscriber performs this agreement for the full term thereof, upon termination DW Security shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

#### **Maintenance**

3. Maintenance includes all parts and labor. DW Security shall service upon Subscriber's request the alarm system installed in Subscriber's premises between the hours of 8 a.m. and 4:30 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays, and legal holidays. All repairs, replacement or alteration to the alarm system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning

or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the subscriber. Foil, batteries, and contacts are not included in this service contract and will be repaired at subscriber's expense. No apparatus or device shall be attached to or connect with the alarm system as originally installed without DW Security's written consent

4. Subscriber agrees to pay the Contractor on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay Contractor for all parts and labor at time of service.

5. The term of the service part of this agreement shall be for a period of five (5), years. This agreement shall automatically renew month to month thereafter under the same terms and conditions, unless either party terminates this agreement by sending written notice by certified mail, return receipt requested, to the other party thirty days prior to the renewal period. After a period of 1 year, DW Security.

shall be permitted from time to time, to increase the servicing charge by an amount not to exceed ten percent each year and subscriber agrees to pay such increase.

6. Provided Subscriber has agreed to pay a fixed amount for service pursuant to paragraph 9, the parties agree that due to the nature of the services to be provided by DW Security. The payments to be made by Subscriber for the term of this agreement are an integral part of DW Security's anticipated profits and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate DW Security's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to DW Security, 80% of the balance due for the term of this agreement as liquidated damages.

#### **LIMITED WARRANTY ON SALE**

7. In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, DW Security agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DW Security reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire, or foil breaks. DW Security is not the manufacturer of the equipment and other than DW Security, limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any.

Except as set forth in this agreement, DW Security makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DW Security does not represent nor warrant that the alarm system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. DW Security expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DW Security. DW Security shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DW Security shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on DW Security's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that DW Security has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined.

Subscriber's exclusive remedy for DW Security breach of this contract or negligence to any degree under this contract is to require DW Security to repair or replace, at DW Security's option, any equipment which is non-operational.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

If required by law, DW Security will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

#### **GENERAL PROVISIONS**

8. DELAY IN INSTALLATION: DW Security shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including DW Security's negligence in the performance of this contract.

9. TESTING OF SECURITY SYSTEM: The parties hereto agree that the alarm system, once installed, is in the exclusive

possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the alarm system and to notify DW Security in writing if any equipment is in need of repair. DW Security shall not be required to service the alarm system unless it has received written notice from Subscriber, and upon such notice, DW Security shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday, and legal holidays, during the business hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Subscriber agrees to test and inspect the alarm system and to advise DW Security of any defect, error or omission in the alarm system. In the event Subscriber complies with the terms of this agreement and DW Security fails to repair the alarm system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send written notice that the alarm system is in need of repair to DW Security, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Subscriber shall be precluded from raising the issue that the alarm equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by DW Security, evidencing that service was requested by Subscriber.

10. ALTERATION OF PREMISES FOR INSTALLATION: DW Security is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in seller's sole discretion for the installation and service of the alarm system, and DW Security shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the alarm system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the alarm system under the terms of this agreement.

11. Subscriber's DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31 Block or equivalent, as deemed necessary by DW Security.

12. LIEN LAW: DW Security or any subcontractor engaged by DW Security to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

13. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: Subscriber agrees to and shall indemnify and hold harmless DW Security, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees and losses asserted against and alleged to be caused by DW Security's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third-party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against DW Security or DW Security subcontractors arising out of this agreement or the relation of the parties hereto.

14. EXCULPATORY CLAUSE: DW Security and Subscriber agree that DW Security is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though DW Security does not guarantee that no loss will occur. DW Security is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by negligent performance, failure to perform any obligation or strict products liability. Subscriber releases DW Security from any claims for contribution, indemnity, or subrogation.

15. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which DW Security and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold DW Security harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by DW Security's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary, and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. DW Security shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

16. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of DW Security as a result of DW Security's negligent performance to any degree of failure or perform any of DW Security's obligations or equipment failure, or strict products liability, that DW Security's liability shall be limited to the sum of \$250.00 or 5% of the sales price, whichever is greater. If Subscriber wishes to increase DW Security's amount of DW Security's limitation of liability, Subscriber may, as a matter



of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with DW Security's increased liability. This shall not be construed as insurance coverage.

17. LEGAL ACTION: In the event DW Security institutes legal action to recover any amounts owed by Subscriber to DW Security hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 ¾ % per month from the date payment is due. Post judgment interest shall be calculated in the same manner. In any litigation between the parties Subscriber shall pay DW Security's legal fees. In any action commenced by DW Security against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. This agreement shall be governed by the laws of the State of Pennsylvania. The parties agree that the courts of the State of Pennsylvania shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and DW Security and Subscriber submits and consents to the personal jurisdiction of Magisterial District Court no. 19-1-03, and/or where applicable, and at the discretion of DW Security, the personal Jurisdiction of the Court of Common Pleas of York County Pennsylvania, and the United States Federal District Court of Pennsylvania in its Eastern District or the successor District thereto. The parties waive trial by jury in any action between them. Any action by Subscriber against DW Security must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against DW Security must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against DW Security in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

18. DW Security RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that DW Security is authorized and permitted to subcontract any services to be provided by DW Security to third parties who may be independent of DW Security, and that DW Security shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to DW Security disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors, and communication centers of DW Security.

19. FALSE ALARMS: DW Security shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should DW Security 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 Subscriber agrees to pay DW Security for such service or material.

20. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants DW Security a security interest in the security equipment installed by DW Security and DW Security is authorized to file a financing statement.

21. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended or modified or cancelled except in writing signed by both parties, except that in the event DW Security issues a UL certificate to Subscriber, DW Security will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. This contract shall be governed by the laws of the State of Pennsylvania. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

22. Painting or Patching: DWS will not be responsible for any painting or patching.