

SERVICE AGREEMENT

This Agreement is made and entered into this 17th day of June, 2021 by and between TRL Systems, Inc., a California corporation, (hereinafter referred to as "TRL") and Perris Union High School District (hereinafter referred to as "Customer") relating to Customer's facilities listed below in EXHIBIT B, located at the site addresses listed in EXHIBIT B (hereinafter referred to as the "project site"): 155 E. 4th Street
Perris, CA 92570.

- 1. DESCRIPTION OF SERVICES
- 2.

(a) TRL agrees to provide services at the location / facility listed above and detailed on

Exhibit "A"

- (b) All services provided under this Agreement will be performed by or under the direction of TRL. **(WARNING: ALL TRL EMPLOYEES AND REPRESENTATIVES CARRY TRL IDENTIFICATION; DO NOT PERMIT SERVICE ON THE ABOVE DESCRIBED SYSTEMS TO BE PROVIDED BY ANY PERSONS WHO FAIL TO PROVIDE YOU WITH VERIFYING IDENTIFICATION).**
- (c) The services agreed to be provided by TRL shall be provided to Customer as described in the document attached hereto as Exhibit "A". The agreed services shall be available to Customer during TRL's normal working hours of Monday through Friday 8AM – 5PM, unless otherwise noted on Exhibit "A".

2. INITIAL TERM, RENEWAL, TERMINATION

- (a) In consideration of the services above described customer shall pay to TRL, in advance, a monthly service charge of \$1764.00 on the first day of each quarter during the term of this Agreement, for a total service charge of \$21,168.00 over the term. Said rate is subject to change or adjustment upon thirty (30) days advance written notice from TRL. Portions of any billing period shall be prorated.
- (b) In the event that this agreement includes prepaid repairs, Customer acknowledges that the prepaid repairs will be billed separately from the quarterly service charge related to this agreement. In addition, any repairs that exceed the prepaid amount will be billed at the standard T&M rate.
- (c) The initial term of this Agreement shall be twelve (12) months, commencing, July 1, 2021. At the end of initial term, this Agreement shall renew itself for the same term unless either party shall have provided to the other a written Notice of Intention Not to Renew not less than thirty (30) days prior to expiration of the initial or renewal term then in effect.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

(a) It is understood and agreed that:

- [i] **TRL IS NOT AN INSURER OF ANY RIGHT OR INTEREST OF CUSTOMER OR ANY THIRD PERSON OR ENTITY AND THAT IF INSURANCE IS DESIRED TO PROTECT ANY RIGHT OR INTEREST OF CUSTOMER OR ANY THIRD PERSON OR ENTITY, ANY SUCH INSURANCE COVERAGE MUST BE OBTAINED BY CUSTOMER, AT CUSTOMER'S SOLE COST AND EXPENSE, INDEPENDENT OF TRL. CUSTOMER ON**

ITS BEHALF AND ANY INSURANCE CARRIER WAIVES ANY RIGHT OF SUBROGATION CUSTOMER'S INSURANCE CARRIER MAY OTHERWISE HAVE AGAINST TRL OR TRL'S SUBCONTRACTORS ARISING OUT OF THIS AGREEMENT OR THE RELATION OF THE PARTIES HERETO.

- [ii] INASMUCH AS THE PAYMENT PROVISIONS HEREIN WITHIN THIS AGREEMENT SET FORTH ARE BASED SOLELY ON THE VALUE OF THE SERVICES AGREED TO BE PROVIDED BY TRL TO CUSTOMER WITHOUT ANY COMPENSATION OR PAYMENT BY CUSTOMER TO TRL FOR ANY RISK OR LIABILITY, CLAIM OR DEMAND BY CUSTOMER AND/OR ANY THIRD PERSON OR ENTITY AGAINST TRL, TRL IS RELEASED BY CUSTOMER FROM AND SHALL BE INDEMNIFIED, DEFENDED AND HELD HARMLESS BY CUSTOMER AGAINST THE RISK OF ANY AND ALL LIABILITY, CLAIM OR DEMAND BY CUSTOMER AND/OR ANY THIRD PERSON OR ENTITY AGAINST TRL ARISING OUT OF OR RELATING TO THE OBLIGATIONS AND SERVICES AGREED AND OR REQUIRED TO BE PERFORMED BY TRL UNDER OR IN CONNECTION WITH THE TERMS OF THIS AGREEMENT OR OTHERWISE IMPOSED BY LAW; and,
 - [iii] THAT TRL MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, THAT THE SERVICES AGREED OR REQUIRED TO BE PROVIDED BY TRL CAN OR WILL AVERT, PREVENT OR MINIMIZE OCCURRENCES OR CONSEQUENCES OF ANY NATURE WHATSOEVER WHICH CUSTOMER'S FIRE ALARM SYSTEM IS DESIGNED TO DETECT, AVERT, MINIMIZE, OR MITIGATE.
 - [iv] IN NO EVENT SHALL TRL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FOR SUCH DAMAGES ARISING FROM OR RELATING TO LOST PROFITS, PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH.
- (B) [i] CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND/OR DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY BE PROXIMATELY CAUSED TO CUSTOMER AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF TRL, THE FAILURE OF TRL TO TIMELY OR FULLY PERFORM ANY OF ITS OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT, AND/OR THE FAILURE OF THE MONITORING SYSTEM OR ANY COMPONENT PART THEREOF TO FUNCTION AS INTENDED GIVEN THE VARIABLES INVOLVED INCLUDING, BUT NOT LIMITED TO, THE UNCERTAINTY OF THE RESPONSE TIME OF ANY FIRE DEPARTMENT OR OTHER PERSON OR ENTITY, THE INABILITY TO ACCURATELY DETERMINE AND APPORTION THE LOSS, DAMAGE AND/OR INJURY, IF ANY, DIRECTLY OR PROXIMATELY CAUSED BY ANY ACT OR OMISSION OF TRL, THE UNCERTAIN AMOUNT AND OR VALUE OF CUSTOMER'S PROPERTY AND/OR THE PROPERTY OF OTHERS WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY CAUSES NOT INTENDED TO BE DETECTED OR AVERTED BY THE REPAIR AND MAINTENANCE, MONITORING AND/OR TESTING OF THE SYSTEM, AND THE BASIC NATURE OF THE SERVICE TO BE PROVIDED BY TRL.
- [ii] CUSTOMER UNDERSTANDS AND AGREES THAT IF FOR ANY REASON OR CAUSE TRL IS HELD LIABLE TO CUSTOMER FOR ANY LOSS, INJURY OR DAMAGE OF ANY NATURE WHATSOEVER AS A PROXIMATE RESULT OF OR IN CONNECTION WITH TRL'S PERFORMANCE OR FAILURE TO PERFORM THE REPAIR AND MAINTENANCE, MONITORING, AND/OR TESTING SERVICES AGREED TO BE

PROVIDED BY TRL, IN ANY RESPECT OR FOR ANY CAUSE WHATSOEVER, TRL'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$1764.00, WHICH SUM SHALL BE A LIQUIDATED DAMAGE AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND RECOVERY OF CUSTOMER AGAINST TRL; THE FORGOING LIABILITY LIMITATION SHALL NOT APPLY TO ANY LOSS, INJURY OR DAMAGE SUSTAINED BY CUSTOMER SOLEY AS A RESULT OF ANY INTENTIONAL OR WILLFUL ACT OR OMISSION ON THE PART OR TRL, IT'S AGENTS, ASSIGNS OR EMPLOYEES.

- (c) IN THE EVENT ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR DEMAND AGAINST TRL AS A RESULT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT AND/OR OMISSION OF TRL, TRL'S PERFORMANCE OR FAILURE TO PERFORM THE REPAIR AND MAINTENANCE, MONITORING, AND/OR TESTING SERVICES AGREED OR REQUIRED TO BE PROVIDED BY TRL, CUSTOMER AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY TRL, IT'S EMPLOYEES, AGENTS AND SUBCONTRACTORS FROM AND AGAINST ANY AND ALL SUCH CLAIMS OR DEMANDS INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEY'S FEES INCURRED BY TRL. TRL SHALL BE FREE TO SELECT IT'S OWN LEGAL COUNSEL IN CONNECTION WITH THE DEFENSE OF ANY SUCH CLAIM OR DEMAND. THE PARTIES AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
- (d) CUSTOMER ACKNOWLEDGES THAT IT HAS DISCUSSED WITH TRL THE VARIOUS PROVISIONS OF THIS PARAGRAPH 3 HEREINABOVE SET FORTH INCLUDING, BUT NOT LIMITED TO, THE WAIVER OF WARRANTIES, THE LIMITATION OF LIABILITY, THE LIQUIDATED DAMAGE LIMITATION, AND THE INDEMNITY OBLIGATION. CUSTOMER ACKNOWLEDGES THAT IT DOES NOT DESIRE TO PAY TO TRL THE DOLLAR AMOUNT OF THE REPAIR AND MAINTENANCE, MONITORING AND/OR TESTING SERVICE FEES WHICH WOULD OTHERWISE BE REQUIRED TO BE CHARGED BY TRL AND PAID BY CUSTOMER IF TRL WAS UNABLE TO LIMIT IT'S LIABILITY AND/OR LOSS AS HEREINABOVE DESCRIBED AND/OR IF CUSTOMER WERE UNWILLING TO LIMIT THE LIABILITY AND/OR LOSS OF TRL AS HEREINABOVE.

CUSTOMER INITIALS _____

4. GENERAL PROVISIONS

- (a) In the event of any legal proceeding or action to collect any payment obligation due and owing by Customer to TRL, customer shall pay to TRL all reasonable attorney's fees and costs incurred in connection therewith.
- (b) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- (c) This Agreement shall be enforced, governed and construed under the laws of the State of California, under the jurisdiction of the Superior Court of San Bernardino County, California. The parties hereby consent to jurisdiction and venue in the courts of said county.
- (d) This Agreement and writing constitutes the entire agreement between the parties hereto. The parties hereto warrant and represent that no promise, inducement, or representation, opinion or agreement not within this document, expressly set forth has been made to, received by, entered into, or relied upon by either party (or their respective agents or representatives). This Agreement supersedes in its entirety any and all prior oral and/or written offers, counter-offers, negotiations and/or agreements relating to the subject matter hereof. No modification of this

Agreement shall be made or entered into except by means of a writing signed by the parties to the bound.

- (e) The terms of this Agreement may not be modified or amended except by an instrument inwriting executed by each of the parties hereto.
- (f) The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- (g) The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.
- (h) This Agreement may not be assigned by Customer without the prior written consent of TRL. TRL shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
- (i) Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- (j) Customer agrees to cooperate with TRL and shall execute such instruments and documents and diligently undertake such actions as may be required in order to allow TRL to perform the services herein contemplated and shall use all reasonable efforts to accomplish the services in accordance with the provisions hereof. Customer grants TRL and its employees, agents and contractors, the right to enter Customer's property for the purpose of performing the services contemplated in this Agreement. Customer agrees to pay all fees and costs, if any, arising from permits or other governmental approvals required in connection with the services contemplated in this Agreement.
- (k) TRL shall not be liable for any delay or failure in its performance of the services contemplated in this Agreement caused by events beyond its reasonable control, including, without limitation, terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, and other acts of God.
- (l) Customer acknowledges that if Customer has an outstanding balance past due in any amount to TRL, future service will not be scheduled/facilitated until Customer brings their account current with TRL.

**PERRIS UNION HIGH SCHOOL DISTRICT-
PUHSD
155 E. 4th STREET
PERRIS, CA 92570
(951) 943-6369**

**TRL SYSTEMS, INC.
9531 MILLIKEN AVE.
RANCHO CUCAMONGA, CA 91730
(909) 390-8392**

By: _____

By: _____

Its: _____

Its: _____

(print) _____

(print) _____

Authorized Representative

Authorized Representative

EXHIBIT "A"

SECURITY Monitoring Agreement

**PERRIS UNION HIGH SCHOOL DISTRICT- PUHSD
155 E. 4th STREET
PERRIS, CA 92570**

Cost: \$1764.00 per month

Terms: Billed monthly, in advance
Net 30 days

1. DESCRIPTION OF SERVICES

(a) TRL agrees to provide, directly or on a subcontract basis, the following alarm monitoring services to Customer at or in connection with the address listed above.

[i] Monitor the alarm signals emitted by Customer's alarm system monitoring panels on the condition that said alarm system is [A] Installed and regularly inspected, maintained and repaired by TRL or by a person or entity approved by TRL in writing, or [B] inspected and approved by TRL and is regularly inspected, maintained and repaired by TRL or by a person or entity approved by TRL in writing.

[ii] Upon receipt of the alarm signal emitted by Customer's fire alarm system, TRL shall cause notice of receipt of the alarm signal to be transmitted to the appropriate authorities and shall notify Customer or its designated representative(s) of receipt of said alarm signal by calling the telephone number and person identified by Customer to TRL in writing.

2. ADDITIONAL COSTS AND CHARGES

(a) Customer shall be solely responsible for the installation of any and all telephone lines or any other equipment or supplies necessary to transmit signals from the project site to the monitoring station; Customer shall promptly pay all charges made by any telephone company or other utility for installation, use, maintenance, repair and/or replacement of telephone lines or other equipment required for or in connection with transmitting signals between the project site and the monitoring station. CUSTOMER ACKNOWLEDGES THAT SIGNALS WHICH ARE TRANSMITTED OVER TELEPHONE COMPANY OR OTHER PUBLIC UTILITY SIGNAL CHANNELS ARE WHOLLY BEYOND THE CONTROL AND JURISDICTION OF TRL AND PROVIDED, MAINTAINED AND SERVICED BY THE APPLICABLE TELEPHONE COMPANY UTILITY.

Customer: DATE _____
INITIAL _____

TRL Systems: DATE _____
INITIAL _____

(b) In the event any fine, penalty or fee is assessed against TRL by any person or entity as result of any alarm signal originating from the site, Customer agrees to promptly reimburse TRL for the same.

3. COMMENCEMENT, INTERRUPTION AND SUSPENSION OF SERVICES

(a) Alarm monitoring services shall begin only after TRL has received a copy of this Agreement containing Customer's original signature and the alarm system testing signals have been received and accepted by TRL. Until such time as TRL provides Customer written notice of acceptance of the testing signals, TRL shall have no obligation to provide monitoring services under this Agreement.

(b) TRL shall have no liability for or obligation in connection with interruption of monitoring services proximately caused by strike, riot, flood, storm, earthquake, fire, power failure, insurrection, unavailability of telephone service, acts of God, or any other act, omission or cause beyond the direct and complete control of TRL. TRL shall not be required to supply monitoring service to Customer during the period of any such interruption.

(c) Customer and/or TRL may suspend or cancel this Agreement upon twenty-four (24) hours written notice to the other in the event TRL's monitoring station or system is destroyed, damaged or otherwise lost or rendered inoperable or unavailable for or by any person, entity, cause or risk.

4. DEFAULT, RECONNECT CHARGES

(a) If Customer fails to fully perform its payment obligations within ten (10) days after payment due date or fails to perform any other provisions of this Agreement within ten (10) days after TRL shall have requested Customer's performance thereof in writing, TRL shall have the right but not the obligation to exercise any of the following remedies: [i] recover the existing sums due from Customer and continue to provide monitoring services, in which event TRL shall be entitled to recover, in addition, the periodic amounts due under this Agreement as the same accrue; or, [ii] discontinue monitoring service upon five (5) days written notice to customer. Said remedies are cumulative and are in addition to all other legal and equitable rights and remedies available to TRL.

(b) If monitoring is discontinued as a result of any payment or other default by Customer and Customer desires to have said monitoring service resumed, Customer agrees to pay in advance to TRL a reconnect charge in a sum to be determined by TRL.

Customer: DATE _____
INITIAL _____

TRL Systems: DATE _____
INITIAL _____