



# CITY OF MANITOWOC

WISCONSIN, USA  
[www.manitowoc.org](http://www.manitowoc.org)

June 6, 2024

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-24-09 with Complex Security Solutions, Inc.

Dear Mayor and Common Council:

At the June 5, 2024 Board of Public Works meeting, the Board met to approve entering into AGMT-24-09 with Complex Security Solutions, Inc., to install cameras at Citizen Park as outlined in "Exhibit A".

"Moved by City Attorney Nycz, seconded by Director of Public Infrastructure Koski, to enter into the agreement. Ayes, 7. Nays, none."

Very Truly Yours,

Mackenzie Reed  
Secretary Board of Public Works

CONTRACT

This contract is made and entered into this 5<sup>th</sup> day of June, 2024, by and between Complex Security Solutions, Inc. (hereinafter "Contractor"), located at 5100 S. Calhoun Road, New Berlin, WI 53151 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Complex Security Solutions, Inc., located at 5100 Calhoun Road, New Berlin, WI 53151, intends to install cameras at Citizen Park as outlined in "Exhibit A", Complex Security Solutions, Inc.

**WHEREAS**, Complex Security Solutions, Inc. has the ability to perform the required work needed for purchase and install of six (6) cameras at Citizen Park Main Pavilion with North Garage as required:

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Scope of Work. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

**All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.**

**See the Proposal listing tasks for this project, which are attached as "Exhibit A".**

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$24,729.75**.
4. Schedule. Contractor agrees to commence work under this Contract upon its execution and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. The contract completion date shall be **September 30, 2024**.
5. Liquidated Damages. **For every calendar day** of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **One-Hundred Dollars (\$100)**.
6. Payment Schedule. Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director

of Public Infrastructure. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.

7. **Assignment and Subcontracting.** Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
8. **Insurance and Bonding.** Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. Contractor shall include with the Certificate of Insurance two endorsements, one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.
9. **Applicable Statutes.** Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
10. **Sales Tax Exemption.** The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
11. **Contract Notice.** Per Wisconsin State Statutes 62.15, a Class I notice has been executed and published for this work on **June 4, 2024.**
12. **Other Indebtedness to City.** It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.
13. **Indemnify.** Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, or agents.
14. **Default.** In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30)

day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.

15. Permits. No Permits are anticipated for this project.
16. Termination. Either party may terminate this Contact with ten (10) days written notice to the other party.
17. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

**CITY:**  
City Clerk  
900 Quay Street  
Manitowoc, WI 54220

**CONTRACTOR:**  
Complex Security Solutions, Inc.  
5100 Calhoun Road  
New Berlin, WI 53151

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

18. Assignment. This Contract is not assignable without prior written consent of City.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.
27. Authority. The undersigned hereby represents and warrants that it has the authority to enter into this Contract. If the party entering into this Contract is not an individual, the person(s) signing on behalf of the entity represents and warrants that they have been duly authorized to bind the entity and sign this Contract on the entity's behalf.

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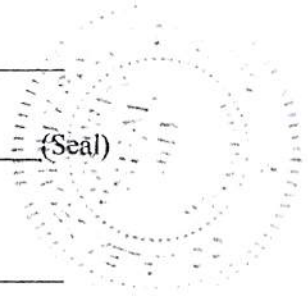
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

**SOLE PROPRIETORSHIP OR PARTNERSHIP**

\_\_\_\_\_  
Name of Proprietor or Partnership  
\_\_\_\_\_  
(Seal)  
Sole Proprietor or Partner  
\_\_\_\_\_  
(Seal)  
Partner  
\_\_\_\_\_  
(Seal)  
Partner

**CORPORATION**

Complex Security Solutions, Inc.  
\_\_\_\_\_  
Name of Corporation  
By: Charles Strand (Seal)  
President  
Attest: \_\_\_\_\_  
Secretary



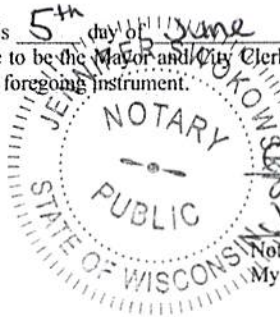
CORPORATE SEAL

**CITY OF MANITOWOC**

By: Justin M. Nickels  
Justin M. Nickels, Mayor  
Attest: Mackenzie Reed  
Mackenzie Reed, City Clerk/Deputy Treasurer

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

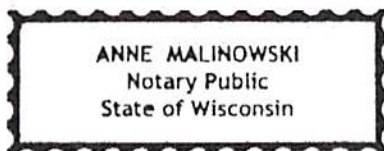
Personally came before me, this 5<sup>th</sup> day of June, 2024, the above named Justin M. Nickels and Mackenzie Reed, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.



Jennifer Swokowski  
\_\_\_\_\_  
Jennifer Swokowski  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 11-26-24.

STATE OF WISCONSIN )  
) ss.  
WAUKESHA COUNTY )

Personally came before me, this 4<sup>th</sup> day of June, 2024, the above named Charles Strand, President, for Complex Security Solutions, Inc. and acknowledge they executed the foregoing instrument.



Anne Malinowski  
\_\_\_\_\_  
Anne Malinowski  
Notary Public Waukesha County, WI  
My commission (expires)(is) 2/25/25



**"EXHIBIT A"**  
**Proposal**



**COMPLEX**  
SECURITY SOLUTIONS INC.

5100 S. Calhoun Road  
New Berlin WI 53151  
(262) 207-4099,  
Sales@cplexsolutions.com

<b>Proposal #</b>	1024991293
<b>DATE</b>	05/28/2024

<b>CUSTOMER</b>
City Of Manitowoc Keith Lyons  900 Quay Street Manitowoc, WI, 54220

<b>SERVICE LOCATION</b>
City Of Manitowoc 900 Quay Street Manitowoc, WI, 54220

<b>Description</b>	<p>Any proposal \$5,000.00 or greater requires a down payment of 50% to purchase material and equipment needed for installation. Material and equipment will be ordered once the signed agreement is returned with the 50% down payment.</p> <p>CITIZEN PARK CAMERA - 5/28/2024</p> <p>SCOPE OF WORK</p> <ul style="list-style-type: none"> <li>- NETWORK CABLING FOR ALL CAMERAS</li> <li>- AXIS COMMUNICATIONS CAMERAS</li> <li>- NO LICENSING</li> </ul>
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<b>Estimate</b>				
<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Tax</b>	<b>Total</b>
Citizen Park Main Pavilion W/ North Garage - Cameras, Cabling, Labor (6 Cameras)				\$11,499.93
<b>Installation</b>				
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts				
AXIS M4308-PLE Panoramic Network Camera				
AXIS M3115-LVE Network Camera				
AXIS P1465-LE Network Camera 9MM				

<b>Network Cabling</b>	
<b>Installation</b>	
<b>Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts</b>	
<b>AXIS M4308-PLE Panoramic Network Camera</b>	
<b>AXIS P1465-LE Network Camera 9MM</b>	
<b>Ubiquiti NBE-5AC-Gen2</b>	
<b>Parking Lot Camera - Cameras, Cabling, Labor (1 Camera) (Wireless PTP)</b>	<b>\$5,304.91</b>
<b>AXIS P3727-PLE Multidirectional 360 IR Camera, 8MP</b>	
<b>AXIS T94N01D PENDANT KIT (P3717)</b>	
<b>AXIS T91A64 Corner Bracket Mount</b>	
<b>AXIS T91D61 Wall Mount 1.5In NPS, AXIS</b>	
<b>Network Cabling</b>	
<b>Service Technician Installation</b>	
<b>Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts</b>	
<b>AXIS T98A18-VE Surveillance Cabinet</b>	
<b>Ubiquiti NBE-5AC-Gen2</b>	

**Total: \$24,729.75**

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

**I acknowledge that a 50% down payment is required (for proposals \$5,000.00 or greater) upon acceptance of this proposal.**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>Proposal Exclusions</b>
<p><b>We specifically exclude the following from our proposal:</b></p> <ul style="list-style-type: none"> <li>• Additional components other than stated above</li> <li>• Permits, if necessary</li> <li>• Premium time, holiday time, after hours time, weekend time</li> <li>• A service charge of 1.5% per month will be assessed on balances that remain unpaid 30 days beyond the invoice term date.</li> </ul>



## TERMS & CONDITIONS

### 1. INSTALLATION TERMS AND CONDITIONS:

CSS agrees to furnish all the materials and labor necessary for the installation of the System in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful workmanlike manner.

A. Customer authorizes and empowers CSS and its designee (whether an employee, agent, or independent contractor) to enter upon the Premises in order to install the System or cause the System to be installed. Customer warrants that it has authority from the owner and/or any other person in control of the Premises to permit the installation of the System under all conditions set forth herein.

CSS is hereby authorized to take any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary or pertinent to the installation or service of the System. Customer acknowledges that CSS has no way of knowing whether hidden pipes, wires or other obstructions exist within walls or other concealed spaces, and it is Customer's obligation to make CSS aware of such conditions, failing which, CSS shall have no responsibility for any damage that may be caused.

CSS assumes no liability for delay in installation or operation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrections, acts of God, or any other cause beyond the control of CSS.

Customer shall provide, install and maintain all line voltage and conduit necessary for the installation, maintenance, and operation of the System.

If the System is to be installed according to plans and specifications for installation provided by Customer, Customer shall pay any and all costs incurred for any additions, changes, or corrections necessitated by inaccuracies, errors, discrepancies, or changes in said plans and specifications.

Customer has approved the location of all System Components in CSS's reasonable discretion. Any changes of location, requested by Customer after installation is commenced, will be at Customer's expense.

Customer acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reasons, that it is designed to automatically shut-off after sounding for a period of time not to exceed thirty (30) minutes. Customer further acknowledges that unless attempted entry is apparent or unless Customer is notified that the System was activated, Customer will have no way of knowing that the System was activated and automatically shut-off, and that the Systems, therefore, must be manually restored by Customer. Customer agrees to check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.

Customer acknowledges it has chosen the system listed on this agreement and that additional protection may be obtained from CSS, over and above that provided herein at an additional cost to customer.

Customer understands that the system is sold as a deterrent only and is only part of the total security concept.

Customer understands that the system does not include, and the CSS does not provide, any fire or smoke alarm systems. If customer purchases, installs and maintains at its own expense, its own fire or smoke alarm system, the customer may be able to link said system to the system if the parties expressly agree to such connection in this agreement. CSS shall not be responsible for the installation, maintenance or monitoring of customer's fire or smoke alarm system.

### 2. LIMITED WARRANTY:

A. Any part of the system installed under this agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at CSS's option with a new or functionally operative part. Materials required to repair or replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation. Labor required to replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of thirty (30) days following completion of the original installation and shall thereafter be billed to customer at CSS's current rate for labor.

the system, a charge will be made for the service call of CSS. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," customer shall pay a charge for such work at CSS's then applicable rates for labor and material.

**C. CONDITIONS NOT COVERED BY WARRANTY:**

- i. Damage resulting from accident, acts of God, alteration, misuse, tampering, and abuse.
- ii. Customer alterations to the System.
- iii. Failure of Customer to properly close or secure door, window, or other point protected by an Intruder System.
- iv. Failure of Customer to properly follow operating instructions provided by CSS at time of installation, or any time thereafter.
- v. Trouble in leased telephone line.
- vi. Trouble due to interruption of commercial power.
- vii. The expense of ordinary maintenance and repair of the System due to normal wear and tear.

**D. Except as set forth above CSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the service components and other equipment, its merchantability, or its**

**Fitness for any particular use. CSS does not represent nor warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, holdup, fire, or otherwise or that the system will in all cases, provide the protection for which it is installed.**

**E. Customer acknowledges that CSS shall not be reliable for consequential damages, that any affirmation of fact or promise made by CSS shall not be deemed to create an express warrant, that customer is not relying on CSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties that extend beyond those on the face of this agreement. Customer has read and understands all of this agreement, including sections below which set forth CSS's maximum liability in the event of loss or damage to customer or a third party.**

**3. ACCEPTANCE OF INSTALLATION:**

**Any error or omission in the construction or installation of the System must be called to the attention of CSS, in writing, within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by Customer.**

**4. MONITORING:**

**Except as specifically set forth herein, CSS shall not be obligated to provide service of any type on the System. If Customer wishes CSS to service or monitor the System, such an agreement shall be expressly stated on the front of this Agreement or separately negotiated in writing.**

**5. GENERAL TERMS AND CONDITIONS:**

**A. CSS shall not be responsible nor liable for any costs or charges necessitated by changes in the standards and regulations of any regulatory agency after the date of execution of this Agreement.**

Agreement by the Customer or by any regulatory agencies or institutions, including but not limited to, the State Fire Marshall, City Fire and Electrical Department, any insurance companies, the National Fire Protection Association, Underwritings Laboratory, Inc., or any other municipal/regulatory agencies.

C. CSS shall not be bound by additions, corrections, or changes referred to herein, unless the changes are brought to CSS's attention in writing.

D. Customer acknowledges that it is Customer's responsibility to bring to the attention of CSS any rules, regulations, standards, or codes that Customer may be aware of and that the System must comply with.

#### 6. RISK OF LOSS, DAMAGE TO SYSTEM:

Customer acknowledges and agrees that title to the System and all the System Components and equipment herein shall remain property of CSS until such time that Customer pays in full for the System Components and installation of the System. Until the System is paid for in full, Customer shall bear the entire risk of loss thereof, and repairs or reinstallation necessary due to damage to the System, caused by persons or entities other than CSS, shall be at Customer's expense.

#### 7. DEFAULT:

A. If Customer defaults in the performance of any of the terms or conditions of this Agreement, CSS may pursue any one or more of the following remedies, which are cumulative and not inclusive.

i. Recovery from Customer the total unpaid balance of the sum provided for in this Agreement (including, but not limited to fees for the System Components, installation, and monitoring);

ii. Repossess that equipment above described;

iii. Immediately cease work on the installation of the System and terminate the Agreement by giving Customer ten (10) days written notice;

iv. Pursue any remedy at law now or hereafter existing;

v. In the event of non-payment for monitoring fees as required by this Agreement, CSS's designee (whether employee, agent or independent contractor) shall have the right and access necessary to disconnect or deprogram any System Components or equipment related to monitoring. CSS shall also be entitled to collect monitoring fees up to the disconnection date of the applicable System Components.

B. In the event of repossession of the equipment and resale thereof, Customer shall be responsible to CSS for any deficiency remaining after applying the proceeds of resale first to all costs of repossession and resale, including but not limited to storage, repair, renovation, alteration, attorney fees, collection costs, commissions, and the to the unpaid amount of the sum agreed to in this Agreement.

#### 8. CUSTOMER'S PURCHASE ORDER:

It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

#### 9. THIRD-PARTY INDEMNIFICATION:

Customer agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents 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 CSS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the CSS, its employees or agents.

#### 10. ACKNOWLEDGEMENT OF RISKS:

Customer acknowledges the existence of inherent risks that arise from non-adherence to prescribed cybersecurity best practices. CSS may

periphery, the consistent application of software updates and security patches to mitigate known vulnerabilities, and the facilitation of targeted employee education programs aimed at thwarting phishing schemes and other security threats that exploit user behavior.

**11. ELECTION TO NOT INCORPORATE SECURITY MEASURES:**

By electing not to incorporate CSS recommended security measures, the Customer consents to assume an elevated level of risk. This includes but is not limited to, the potential compromise and theft of sensitive data, financial losses attributable to fraudulent activities or service disruptions, and operational challenges, such as system downtime or the erosion of customer confidence.

**12. WAIVER OF LIABILITY:**

By signing the agreement, the Customer agrees not to hold CSS liable for any negative outcomes that result from Customer failing to employ security measures as proposed by CSS. This waiver protects CSS from legal claims for damages that could arise from the Customer's decisions.

**13. CUSTOMER'S RESPONSIBILITIES:**

The Customer accepts the full spectrum of risks and consequences that may result from not taking the recommended cybersecurity actions. This means that if a security breach occurs, the client cannot blame CSS for the resultant damages, as they chose to ignore the precautions advised by the provider.

**14. CSS IS NOT AN INSURER; DAMAGES:**

A. It is understood and agreed that CSS is not an insurer; that insurance, if any shall be obtained by customer, that payments provided herein are based solely upon the value of the system and are unrelated to the value of customer's property or the property of others located in customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages if any, resulting loss to customer because of, among other things:

i. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences that the System is designed to protect or avert;

ii. 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;

iii. The inability to ascertain what portion, if any of any loss would be proximately caused by CSS's failure to perform or its equipment to operate; and

iv. The nature of the System installed by CSS.

B. Customer understands and agrees that if CSS should be found liable for loss or damage due from failure of CSS to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, CSS's total maximum liability shall be limited to amounts paid to CSS, and that provisions of this Section shall apply whether loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of CSS, its agents, assigns, or employees. In the event that the Customer wishes CSS to assume greater liability, Customer has the right to obtain from the CSS a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional costs, but such additional obligation will in no way be interpreted to hold CSS as insurer.

**15. INVALID PROVISION:**

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

**16. RIGHTS AND SUBCONTRACTORS:**

Customer acknowledges and agrees that CSS may subcontract any of the work to be performed pursuant to his Agreement, including, but not limited to, installation and monitoring of the System. Customer acknowledges and agrees that this Agreement and particular those

**17. TAXES:**

Customer will pay all taxes, license fees, or fines that may be assessed on the system by governing bodies, and these costs shall be in addition to any charges paid to the CSS for monitoring or any other service.

**18. PERIODIC TESTING:**

Customer agrees to completely test the System at least twice a year.

**19. ATTORNEYS FEES:**

In the event it shall become necessary for CSS to institute legal proceedings to collect the cost of installation, monitoring or any progress payments as set forth herein, then, in that event, the Customer shall pay CSS, reasonable attorneys' fees and costs of said legal proceedings.

**20. GOVERNING LAW; CHOICE OF FORUM:**

The laws of the State of Wisconsin shall govern the interpretation of this Agreement and any disputes arising under it. The parties acknowledge that this contract originated in the State of Wisconsin and the covenants relating thereunder bear a significant relationship to said State. The parties agree that any litigation resulting from disputes arising under this Agreement shall take place in the Waukesha County.

**21. NON-SOLICITATION:**

Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the Agreement and for a period of six (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

**22. ENTIRE AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER:**

This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement; and the parties rely only upon the context of this Agreement in executing it; and have not relied upon any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

**23. NOTICES:**

All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid, to the address as set forth in this Agreement or to any other address provided by the other party from time to time in writing.

If the above proposal, subject to the terms and conditions is acceptable, please sign and return. Complex Security Solutions Inc. will proceed with the work.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_