

# DeKalb SPLOST Change Order Request Administrative Authorization

Request Date 10/25/2022 Project Type Courthouse Camera Upgrades  Project Description Upgrade cameras and cabling at the DeKalb superior court  Contractor Southeastern Security Professionals LLC Purchase Order Authorized Amount \$541,657.04  Change Order Amount \$12,352.74 Change to Purchase Order 1298198  Requester Name Nick Jovene  Requester Title / Department Program Manager / SPLOST  Items for Proposed Change or Addition  Item Unit of Measure Quantity Unit Cost Total Cost \$12,352.74 \$12,352.74 \$12,352.74  Explanation of Necessity for Change or Addition 7 additional cameras not originally shown on the survey need to be replaces.  Director Date Contractor Name Print Date  SPLOST PM Construction Manager Date  SPLOST PM Coordinator Date	ITB No.		Contract No.		
Contractor Southeastern Security Professionals LLC Purchase Order Authorized Amount \$541,657.04  Change Order Amount \$12,352.74 Change to Purchase Order 1298198  Requester Name Nick Jovene  Requester Title / Department Program Manager / SPLOST  Item Unit of Measure LS 1 \$12,352.74 \$12,352.74  Additional Cameras LS 1 \$12,352.74 \$12,352.74  Explanation of Necessity for Change or Addition 7 additional cameras not originally shown on the survey need to be replaces.  September Date Contractor Name Print Date  Director Date Contractor Title  10/25/2022 Spl. Ost PM Construction Manager Date Contractor Title  Contractor Title	Request Date		Project Type	Courthouse Came	ra Upgrades
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Division Manager  Date    Date   Contractor Sign   Contractor Title	Additional Cameras			\$12,352.74	\$12,352.74
Division Manager  Date    September   10/26/2022   Jason Fromant 10/26/2022   Contractor Name Print   Date					
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Division Marlager  Date  Contractor Name Print  Date  Contractor Sign  10/25/2022  SPLOST PM Construction Manager  Date  Contractor Title					
Division Manager  Date  Contractor Name Print  Date  Contractor Sign  Contractor Sign  10/25/2022  SPLOST PM Construction Manager  Date  Contractor Title					
Director  Date  Contractor Name Print  Date  Contractor Sign  10/25/2022  SPLOST PM Construction Manager  Date  Contractor Title  Contractor Title	I of awkom for 20	10/26	6/2022	Jason From	mant 10/26/
SPLOST PM Construction Manager Date Sr. Project Manager  Contractor Title	Division Manager	Da	te Contra		
Manager Date Sr. Project Manager  Contractor Title				1/1-	
SPLOST PM Construction Manager Date Contractor Title	Director	Da	te Contra	actor Sign	
	Marette	10/25/2	2022	Gr. Project	Manager
SPLOST PM Coordinator Date	SPLOST PM Construction Manager	Da	te Contra	actor Title	•
SPLOST PM Coordinator Date					
	SPLOST PM Coordinator	Da	te		
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Zachary L. Williams/COO/Executive Assistant Date or Delores Crowell/Director – Intergovernmental Affairs

The Chief Executive Officer or his designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price provided that the total amount of the increase authorized by such Change Order is less than \$100,000.



Main: (770) 540-0175

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## We have prepared a quote for you

## **Additional Cameras for 7 Locations CO #1**

Quote # 20221240 Version 2

Prepared for:

**DeKalb County Courthouse** 

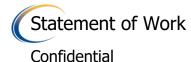
Prepared by:

**Southeastern Security Professionals** 



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### Additional Cameras for 7 Locations CO #1 - #20221240 v2

Attention

Nicholas Jovenne

CO#1 SOW

10-25-2022 v2 add smart plan and change 3-A Courtroom holding Cell

SSP proposes to add 7 cameras throughout the facility at the below locations.

- 1. 3-A Courtroom Holding Cell (room not on drawing floor plan)
- 2. Room B-190
- 3. Courtroom 5-A
- 4. Micro graphics room 1
- 5. Micro graphics room 2
- 6. Marshal's office
- 7. Court Adoption Appeals

#### **Clarifications and Exclusions:**

All work proposed herein shall be performed Monday - Friday 8:00 am. to 5:00 pm
Work required during hours other than normal business hours will include extra charges.
120 VAC by others where required
No core drilling is included in this cost proposal
Painting and patching by others if required
Fire Rated Backboard or Fire Protective Paint by others if required
Additional testing of existing devices not included
Permits and inspections excluded

Where required customer will provide access to secure areas and equipment All new equipment shall be covered under warranty for one year from beneficial use Excludes warranty for existing equipment.





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#### Client Scope to Include:

120 VAC Connections
Network Connections Via LAN/WAN including drops and Static IP addresses
Any fiber optic connectivity or patches
Conduit or raceway to above ceiling or in exposed areas
Fire alarm interconnection as required
Painting and patching by others if required
Access to Secure Areas

#### Terms:

Progressive Customers paying with a credit card will be subject to a 3% processing fee

#### **Performance Items:**

Applicable Taxes
Installation of Proposed Devices
Final Termination of Proposed Devices
One-Year Workmanship Warranty
System Programming
Commissioning and Close Out Documents

This quotation has been compiled based on our best interpretation of the information furnished, either written or verbal. Due to the possibility of other interpretations SSP, LLC. Assumes no liability for its use or correctness.

Thank you for considering SSP for your security needs. If you have any questions please don't hesitate to contact me. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention



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#### Video Surveillance

Product Details		Qty
ACC 7 Enterprise Edition camera license		7
ACC 7 Enterprise Edition camera license		
ACC Enterprise Smart Plan, 1 year		1
ACC Enterprise Smart Plan, 1 year		
2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdo		1
2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics		
2MP H6M Indoor Mini Dome Camera with 2.9mm Lens		6
2.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.9mm f/2.0		
CAT6 Cable/Plenum/Green		2500
CAT6 Cable/Plenum/Green		
CAT6 PATCH CABLE 3FT GREEN		14
3ft Green CAT6 Ethernet Patch Cable, Half-Moon, Booted		
Miscellaneous		1
Miscellaneous Material		
Shipping		1
Shipping		
Warranty - Project		1
Project Warranty		
Installation Labor		1
Installation Labor		
Installation Labor - Programming		1
Programming Installation Labor		
Project Management		1
Project Management		
	Subtotal:	\$12,352.74









#### Additional Cameras for 7 Locations CO #1

Quote Information: Prepared for:

Quote #: 20221240 DeKalb County Courthouse

Version: 2 Delivery Date: 10/25/2022

Delivery Date: 10/25/2022 Expiration Date: 11/22/2022 556 N McDonough St. Decatur, GA 30030 LeNora Hawkins-Ponzo (404) 371-4901

(404) 3/1-4901

Ihponzo@dekalbcountyga.gov

#### Prepared by:

Southeastern Security Professionals

Scott Carter 770540-0175 scarter@sspro.biz



### **Quote Summary**

Description	Amount
Video Surveillance	\$12,352.74
Total:	\$12,352.74

### **Payment Options**

Description	Payments	Interval	Amount
Project Progress Billing			
Project Progress Billing. Total will invoiced throughout the project based on work completed.	1	One-Time	\$12,352.74

## Summary of Selected Payment Options

Description	Amount	
Project Progress Billing: Project Progress Billing. Total will invoiced throughout the project based on work completed.		
Total of Payments	\$12,352.74	

This project will be invoiced as the project progresses.

Taxes, shipping, handling and other fees may apply. Taxes may reflect differently on invoices. We reserve the right to cancel orders arising from pricing or other errors. Credit Card purchases will incur an additional 3% processing fee. By signing this proposal you are agreeing to the Terms and Conditions within.





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## Southeastern Security Professionals

Signature:	Soll Caty	Signature:	
Name:	Scott Carter	Name:	LeNora Hawkins-Ponzo
Title:	Customer Success Manager	Date:	
Date:	10/25/2022		

**DeKalb County Courthouse** 



Email: scarter@sspro.biz





## Monitoring/ Hosting Terms and Conditions

Customer agrees to purchase the equipment specified above. All charges are payable in advance. Except where noted otherwise, service commences when the necessary connection is effected. This Agreement shall be automatically renewed for one-year terms unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date of such term. Southeastern Security Professionals, LLC. (Hereinafter referred to SSP) shall have the right to increase the annual charge after one year. The provisions of this Agreement shall apply to SSP's agents, subcontractors, assigns and all related organizations, and may be invoked by any such individual or organization in response to any and all claims arising from the performance of this Agreement. The Customer agrees to pay, in addition to the equipment and services charges above, any alarm assessment, tax, fee, or charge that are imposed by any governmental body or their entity responding to an alarm relating to the installation or service provided under this Agreement and to pay any in crease in charge to SSP for facilities required for transmission of signals under this Agreement. SSP reserves the right to decline business as a result of a credit check. Service charges shall be assessed for all service calls caused by the Customer's failure to proper ly follow operating instructions, failure to close or properly secure a window, door, or other protected point, or improperly adjusting, neglecting, misusing, or abusing equipment. Any failure to pay when due the payments or other charges provided by this Agreement shall give SSP the right, in addition to and without waiving any other remedies, to avail itself of any legal remedy including but not limited to, the right to repossess the equipment with or without obligation to redecorate or repair the premises or any other liability; charge interest at the highest legal rate on the delinquent amount; and accelerate one hundred percent (100%) of the entire amount thereafter payable under this Agreement until the end of the then current initial or renewal term, as the case may be Upon full payment, customer shall have title to all equipment. Customer agrees to give SSP employees access to inspect and service the processor during normal business hours. This Agreement is not binding unless approved in writing by an authorized Representative of SSP. In the event of failure of such approval the only liability of SSP shall be to return to the Customer the amount, if any paid to SSP upon the signing of this

ENTIRE AGREEMENT - CUSTOMER ACKNOWLEDGES THAT HE IS AWARE THAT NO ALARM SYSTEM CAN GUARANTEE PREVENTION OF LOSS; THAT HUMAN ERROR ON THE PART OF SSP OR THE LAW ENFORCEMENT AUTHORITIES IS ALWAYS POSSIBLE, AND THAT SIGNALS MAY NOT BE RECEIVED IF THE TRANSMISSION MODE IS CUT, INTERFERED WITH, OR OTHERWISE DAMAGED. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND SSP IN EXECUTING THIS AGREEMENT; CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF SSP. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOT WITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.

ASSIGNMENT - This Agreement is not assignable by the Customer except upon prior written consent of SSP. SSP shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer. If the Customer sells the monitored premises, the purchaser will be allowed to continue the service under the terms and conditions of this Agreement through the end of the renewal period, regardless of whether you continue to own the monitored premises. SSP ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOT S, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF SSP AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAU SE SHALL CONTINUE. Manufacture and Supplier Longevity in the Marketplace - Present day manufactures and suppliers are constantly being bought, sold and consolidated. SSP will always try to use and represent those company products that we feel are here for the long run. But changes are part of doing business. SSP cannot be held liable for availability of equipment due to these types of situations that are beyond our control.



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## SEA Terms and Conditions

## Service Excellence GENERAL TERMS AND CONDITIONS TERMS

#### DEFINITIONS

- (a) Site Specific Scope Inclusions includes materials, labor, or conditions specific to this agreement. These listed supersede all other language in this agreement.
- (b) SSP references Southeastern Security Professionals, LLC

#### SERVICE EXCELLENCE COVERAGE OPTIONS

- (a) (CEC) Complete Equipment Coverage includes replacement of damaged equipment equal to or greater value of equipment listed as included. Systems components damaged by Physical Abuse, Acts of God or Negligence are not covered under this option. Excludes equipment not listed as included.
- (b) (CLC) Complete Labor Coverage includes labor associated to the repair or replacement of damaged equipment listed as included. All labor will be provided during normal business hours defined as Monday through Friday between the hours of 8am and 5pm, excluding Holiday unless otherwise listed. Labor associated to systems components damaged by Physical Abuse, Acts of God or Negligence are not covered under this option. Excludes labor associated to the repair or replacement of equipment listed as excluded in the Site Specific Exclusions.
- (c) (SI) Systems Inspections includes labor to inspect systems components listed as included. SSP will provide the Customer with an inspection report including system(s) deficiencies found during this inspection.
- (d) **(PSH) Pre-paid Service Hours** includes labor hours utilized at the Customers request for services rendered during normal business hours defined as Monday through Friday between the hours of 8am and 5pm, excluding Holidays. All labor hours must be utilized during the terms of this agreement.
- (e) (PEC) Pre-paid Equipment and Labor Coverage includes equipment and/or labor provided at the Customers request. Agreement to provide these items will be for the agreed upon rates, which will deduct from these associated funds until all funds are depleted. Items that exceed the funds of this agreement will be billed for additionally and outside of this agreement. All funds must be utilized during the terms of this agreement. i. Relating to all options Customer agrees to pay SSP's standard service rates applicable to the time and nature of these services rendered for materials and labor provided that SSP is not responsible for under this Agreement. ii. Relating to all options equipment and labor associated to repair and/or replacement of equipment included in this agreement proven to be damaged or not functional prior to this agreement will be excluded in any/all coverage unless for these items it is specifically mentioned that they shall be replaced or repaired.

#### CONDITIONS

- 1. Access and Authorization to perform the Work and Services. Customer shall give SSP access to the Premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with SSP's rights or obligations under this Agreement. If access cannot be provided, SSP's obligations under this Agreement will be suspended until such access to the Premises is provided. Suspensions will not extend the terms of this agreement or relieve the Customers financial obligations of this Agreement.

  2. Delay/Interruption. SSP assumes no liability for delay in the performance of Work and/or Services or interruption of the Work and/or Services due to strikes, riots, labor disputes, theft, vandalism, riots, war, unavailability of parts, materials or supplies, floods, fires, acts of God, explosions or other casualties or any other cause beyond the control of SSP including interruptions in telephone and/or internet service. SSP will not be required to supply the Work or perform the Services while interruption of the Work and/or Services due to any such cause.
- 3. INDEMNIFICATION. EACH PARTY WILL BE RESPONSIBLE TO THE OTHER ONLY FOR SUCH INJURY, LOSS, OR DAMAGE TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGILIGENT ACTS OR OMISSIONS OF SUCH PARTY.SSP AND CUSTOMER AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OTHER, INCLUDING THEIR OFFICERS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, OR SUITS OF ANY KIND, INCLUDING ALL LEGAL COSTS AND ATTORNEY'S FEES, RESULTING FROM THE INTENTIONAL MISCONDUCT OF THEIR EMPLOYEES OR ANY NEGLIGENT ACT OR OMISSION BY THEIR EMPLOYEES OR AGENTS. THE OBLIGATIONS OF SSP AND CUSTOMER ARE FURTHER SUBJECT TO THE LIMITATIONOF LIABILITY INCLUDED HEREIN.
- 4. LIMITATION OF LIABILITY. NEITHER SSP NOR THE CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF THAT PARTY.SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABLITYOF PARTS, MATERIALS, OR SUPPLIES. IN NO EVENT SHALL THE INDEMINIFICATION OBLIGATION EXCEED THE CONTRACT AMOUNT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT SSP IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. SSP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.
- 5. Warranty. SSP warrants that the Equipment and labor provided by it shall be free from defects in material and workmanship arising from normal usage for a period of one year from the date of beneficial use by Customer. For equipment provided and installed by SSP, if Customer provides written notice to SSP of any such defect within 30 days, after the appearance or discovery of such defect, SSP shall, at its option, repair or replace the defective equipment and return said equipment to Customer. These warranties do not extend to any equipment that has been misused, altered or repaired by Customer or third parties without the supervision of and prior written approval of SSP, or if SSP serial numbers or warranty decals have been removed or altered. All replaced Systems or parts become SSP's property. This warranty is not assignable. Warranty service will be provided during normal business hours Monday through Friday between the hours of 8am and 5pm, excluding Holidays.
- 6. Service Provider. Customer acknowledges and agrees that except to the extent SSP may perform Work, SSP shall be considered a service provider and not a merchant or a vendor of goods.
- 7. **Permits and taxes**. Customer agrees to SSP to obtain all licenses and permits and to pay for all taxes, fines and assessments, including sales taxes associated with the Work and/or Services.
- 8. System Tampering. Customer agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with an installed System (including any software), nor to permit the same to be done, and Customer shall be responsible for the System during the term of this Agreement. It is further agreed that the System shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling fixtures or any changes whatsoever) necessitating any work by way of repair, relocation or otherwise, shall be paid for by Customer in accordance with standard SSP prices in addition to all other charges mentioned herein.
- 9. System Damage. Should any part of the System be damaged by fire, water, acts of God, attempted or actual unauthorized repair service, misuse, abuse or modification, or any other cause beyond the control of SSP, any repairs or replacement shall be paid for by Customer.



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- 10. Default, Suspension, Termination. In the event that Customer fails to comply with any of the terms of this Agreement or in the event Customer wrongfully terminates this Agreement (events constituting a "Default" for purposes of this Agreement), any remaining unpaid amounts owing hereunder are immediately due and payable within 30 days from the date of such Default. In the event of a Customer Default, SSP shall have the right to exercise any one or more of the following remedies: (i) to sue for and recover all monies owing and other payments then accrued, or thereafter accruing or declared to be due and payable; (ii) to terminate this Agreement; or (iii) to pursue any other remedy at law or in equity. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to the respective successors and assignees of Customer. All such remedies are cumulative, and may be exercised concurrently or separately. Customer shall be liable for all fees, costs or expenses SSP may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney fees, collection agency fees or court costs
- 11. Changes to Customer Equipment. The Customer retains the right to make changes or alterations to its equipment, provided that if, in SSP's sole opinion, such changes or alterations substantially affect SSP's Services or obligations herein, SSP shall have the right to make appropriate changes to the scope or price of this Agreement or to both. Customer shall pay for all changes, including any increase in the Services Price, which result from any Customer directed alteration, remodeling, repair or other change to the
- 12. Renewal Price Adjustment. SSP will provide to the Customer for approval, with notice in writing, of any adjustments in the Total Price for Services applicable to a renewal period no later than ten (10) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement, the adjusted price shall be the price for the renewal period.
- 13. Automatic Renewal of Agreement. Both SSP and Customer reserve the right to discontinue the automatic renewal of this agreement by notice in writing within five (5) days of the ending date of the agreement. Unless notification is provided otherwise per the Renewal Price Adjustment section 12 of this agreement, this agreement will renew for the period of one year at the latest annual price of this agreement.
- 14. Asbestos-Containing Substances: SSP, neither desires to, or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing Substances ("ACM"). Consistent with applicable laws, Customer shall supply SSP with any information in its possession relating to the presence of ACM at any of its facilities where SSP undertakes any Work or Services that may result in the disturbance of ACM. If either Customer or SSP becomes aware of or suspects the presence of ACM that may be disturbed by SSP's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Customer and SSP, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before SSP continues with its Work or Services. Delays or suspensions of service will not extend the terms of this agreement or relieve the Customers financial obligations of this Agreement.
- 15. SSP's and Customers Employees. Customer and SSP acknowledges that their employees are a valuable asset to the company. Both SSP and Customer agree not to solicit employment to the others employees during this agreement and the period of six months after the agreements termination date. In the event either violate the terms of this section, Customer or SSP whomever is at loss of the employee reserves the right to immediately terminate the agreement at no additional obligations beyond the termination.
- 16. Assignment and Subcontracting. SSP shall have the right to assign this Agreement in the event of SSP's sale without written consent of the Customer, at which the purchasing corporation will be responsible for this agreement in its entirety as its written. SSP shall also have the right, in its sole discretion and upon written notice to Customer, to subcontract any Work and/or Services, including, installation, monitoring, repair or other services which it may be required to perform herein. Customer acknowledges that this Agreement, and particularly those paragraphs relating to SSP's limitation of liability, damages, and indemnification, inure to the benefit of and are applicable to any assignees and or subcontractors of SSP, and that they bind Customer with respect to said assignees or subcontractors with the same force and effect as they bind Customer to SSP.
- 17. Applicable law/Severability. This Agreement shall be governed by the laws of the State where the Customer's Premises is located. In case one or more of the provision contained in the Agreement Document should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.
- 18. Notices; Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing by personal delivery, mail, or facsimile transmission at the respective addresses of SSP and Customer set forth in this Agreement. Customer must bring any claim against SSP within one year after the claim arose. If the Customer does not, Customer will have irrevocably waived its right to sue SSP and/or institute other proceedings, and SSP shall have no liability to Customer for such claim. The provisions of this agreement which apply to any claim shall remain in effect even after the agreement is terminated. SSP and Customer each waive their right to a Jury Trial.