

Frisco Police Department
Video Management System, IP Surveillance,
Intercom Upgrade and Integrated Jail Solution



7200 Stonebrook Pkwy,

Barry Turner

Radio Systems Manager

Proposal Submitted

By

Michael Wilson



Proposal No. 003

11-8-2016

3440 Sojourn Drive, Suite 240

Carrollton, Texas 75006

10-20-2016

Michael Wilson
Securadyne Systems
3440 Sojourn Drive, Suite 240
Carrollton, Texas 75006

Dear Mr. Turner

Securadyne Systems is pleased to present the following video management and Jail PLC Control system solution proposal for your review. Securadyne Systems has the technical expertise as well as the hardware and software resources to ensure that the requirements of the Frisco Police Department are fully realized with a powerful, versatile architecture that meets and exceeds all technical specifications required by the City of Frisco PD. Our qualified team will deliver a custom solution and superior services for the City of Frisco.

Based on our extensive review of the original City of Frisco RFI as well as multiple needs analysis sessions, Securadyne Systems is confident we understand your current and future operational needs. The Securadyne Systems team responsible for your solution design and for the management of your project has a combined experience of over 60 years in the Physical Security Industry. The combination of industry experience and technical knowledge make Securadyne Systems the best partner for the City of Frisco's current and future Physical Security needs.

The Securadyne Systems team is thankful for the opportunity to provide information to you and to provide the City of Frisco with a robust platform that will grow with your business needs. We look forward to a long-term and synergistic partnership.

Sincerely,

Michael Wilson
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1.0 Company Overview

Securadyne Systems was formed to create a new breed of electronic security solutions provider capable of deploying globally-scaled, enterprise-class solutions no matter the environment. Be it traditional integrated systems such as access control and video management, Physical Security Information Management (PSIM) systems, or the very latest proven technologies – Securadyne Systems is committed to an unprecedented level of customer service. Our new way of thinking, coupled with our deep industry knowledge, provides us with a unique competitive advantage: The ability to solve tomorrow’s complex problems today.

Whether it is a complex regulatory compliance matter, life safety issues, physical security risk, emergency communications or business continuity, we are capable of addressing the most daunting challenges facing businesses and governments today.

Securadyne Systems embraces the proliferation of cloud computing in our industry and are committed to being a market leader in deploying hosted and managed solutions in the enterprise-class space. We understand that the cloud will forever change the way we deploy and utilize technology to reduce risk and improve business performance. To help fulfill our mission, we have built an ecosystem of best-in-class partners, including product manufacturers, datacenters and IaaS providers, UL-listed central stations and specialty SaaS providers. In fact, the image of the cloud infused with the circuit board is a theme our company embodies and is meant to embolden our commitment to this highly valued facet of our strategy.

Finally, and perhaps most importantly, we are passionate about customer service. It’s what we do. It’s who we are. We purposefully created a brand that puts it right at our core.

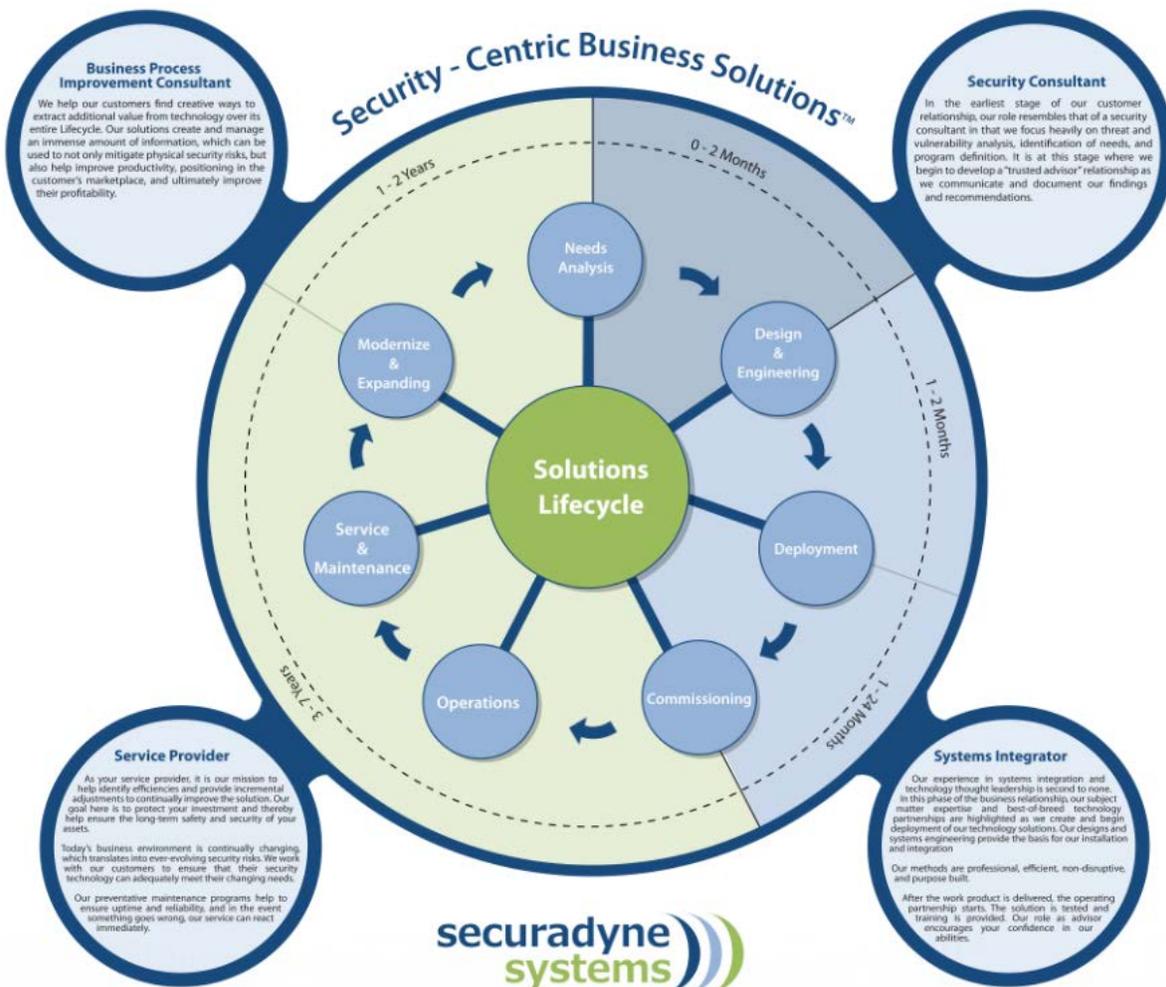
2.0 Company Approach

Securadyne Systems is a systems integrator that specializes in providing our customers with business solutions from concept to completion. Our core focus is in security design, engineering, and installation although our solutions offer a broader base of solutions and cover the gamut of business challenges.

Our years of history and expertise allow us to purposefully plan, design, build, maintain, monitor, finance and even operate integrated security solutions and services for you - saving you time and money while allowing you to focus on your core business and offering you peace of mind.

At Securadyne, our approach is based on providing you with solutions now and in the future. We want to provide you with long term solutions offering you the best return on your investment. We are looking to build long term relationships based on innovation and trust.

The following diagram illustrates Securadyne System's business approach and capabilities.



3.0 Securadyne Systems Solution

Based upon extensive needs analysis performed with the Police Department, Jail and traffic as well as the information provided in the Original RFI, Securadyne Systems designed a solution that is not only robust, but also scalable to meet the City of Frisco's current and future needs. In order to meet the growing requirements of the city, Securadyne Systems has designed a solution that has unlimited capacity for growth that will expand and evolve as the Cities needs expand and evolve. The result is a stable platform that can grow with the City of Frisco and meet its current and future needs.

The following section provides a detailed technical review of the Securadyne Systems solution.

4.0 Technical Overview

The Securadyne Systems VMS and IP surveillance solution is comprised of a reliable high-performance video management system used by cities and large companies nationwide and expertly installed and maintained by factory certified and trained Securadyne technicians and applications engineers. The Securadyne Systems Jail management solution will utilize this video management system as well as the existing access control infrastructure with a new fully integrated intercom system for seamless functionality of the jail system. This solution also includes maintenance services, and the City of Frisco employee training.

Video Management System: The Video Management System provided in this proposal is Milestone XProtect® Corporate. XProtect Corporate is a powerful IP video management software (VMS) designed for large-scale, high-security deployments. Its single management interface enables efficient management of the system and all connected cameras and security devices, regardless of the system size or if it is distributed across multiple sites. For systems demanding supreme situational awareness and precise response to incidents, XProtect Corporate has interactive maps linked to alarms and built-in support for Milestone's video wall functionality, XProtect Smart Wall.

XProtect Corporate provides the ultimate system reliability for high-security installations. Edge Storage support combined with Failover Recording Servers and redundant management servers ensure video recordings are never interrupted.

XProtect Corporate is the ultimate software for video surveillance in large scale and high-security areas, such as airports and big cities.

Jail System: The jail system provided in this proposal will utilize Commend maps with integrations into Milestone, a new Commend intercom system, and existing PLC's for lighting control. This proposal includes the addition of 2 new jail client machines with 32-inch touch screen monitors. All current control will remain in place with a more user friendly and attractive interface. By utilizing the Commend PLC infrastructure currently in place, we can provide a robust fully functional and custom tailored solution to meet the complex needs for the jail system. In addition, this solution will reduce the total number of disparate solutions deployed in the Police department aiding in reduced time for training and reduced potential maintenance cost associated to a third party solution.

5.0 Scope of Work

Scope

Scope of work consists of equipment and labor necessary to install a new Milestone Corporate video management system as well as 145 new Axis IP surveillance cameras with 28 new Axis microphones. In addition, the current Jail system shall be replaced along with the intercom system to allow a fully integrated, streamlined jail solution. The tasks below will line out the details of each portion of this solution.

Tasks - VMS and Camera Tasks

- Installation of Milestone Management and Recording servers on customer provided physical or Virtual servers that meet or exceed the minimum server specifications that have been provided based on recording parameters received from Frisco PD.
- Installation of 145 new Axis IP cameras per the spreadsheet and prints shown below.
- Programming of all IP addresses for Security Cameras (IP addresses to be provided by City of Frisco IT.)
- Final focusing and adjusting of all cameras with customer representative oversight to provide optimal camera views.
- Programming of recording parameters that shall be outlined per camera by the customer.
- Programming of main camera views per department.
- Programming of Milestone rights for camera views per department.
- Training administrative personnel and department heads on the client software.

Tasks – Jail System

- Replace existing OneTouch system for controlling door access, intercom connection and lights, with Commend PLC Integration.

Objective

- Conversion of all intercoms identified within the jail areas of the Frisco PD with software integration into both the jail access control and the video management systems.
- Conversion of the existing PLC software to Commend Com PLC keeping all existing functionality while also providing a new user interface at the jail security command center.

Scope

- Securadyne systems will provide the below listed new implementation for the control, management, monitoring of doors defined herein. This shall include the procurement, installation, and programming of all equipment required for a complete installation. In addition, this scope shall include all required distributed panel upgrades and additions, system head-end programming and all additional system head-end licensing to accommodate the defined upgrades.
-

Period of Performance

- Overall project is estimated to take eighteen (18) to twenty (20) weeks from award to final acceptance. Actual project timelines will be determined post-award during the project kick-off meeting, which will occur within one (1) weeks of project award.

Execution & Delivery

- Securadyne Systems will work with Barry Turner to finalize the timeline once the project is awarded. All work performed will be done during normal business hours Monday through Friday, 8:00AM CST to 5:00PM CST and excludes holidays and weekends. Securadyne Systems anticipates 15 working days from being on site to final delivery and customer acceptance. Customer acceptance will be outlined during the project kick-off meeting post award.

Closeout

- Closeout procedures include testing of the completed work and the delivery of system documentation (if any) to the designated customer representative.

TESTING

- Functions to be tested and desired results:
- Door can be 'Momentarily' unlocked from a remote location.
- Door unlocks and allows access when an authorized card is presented to the card reader.
- Events screen reports access granted with user name.
- Door beeps but remains locked when unauthorized cards are presented.
- Intercom communication between all masters and each intercom door station.
- Lighting control via the user interface within the Com PLC software.

Customer/Third Party Furnished Property and Services

- 110vac power in the control room locations.
- All electrical work not specifically described in this SOW are by others.
- IP address scheme shall be by owner.
- All network switches shall be by owner.
- Network access is to be provided by owner.
- All servers are by owner unless otherwise noted.
- Existing PLC is assumed to be in good working condition. In the event of failure, the PLC may be replaced as part of a change order.
- All pathways through hardened areas shall be by others or in good working condition.

Project Performance Requirements

- Securadyne is not aware of any special safety requirements at this time.

Project Tasks

- Physical Access Control System and integrated Intercom system- Securadyne to provide the following.
- (2) Commend GE800-UL intercom server.
- (1) Commend C-L8-ICX.C ICX interface board.
- (1) Commend C-L-COMOPC1 OPC communication interface.
- (17) Commend C-G8-GED-4B digital subscriber license.
- (17) C-G8A-C GE 800 connection print single card.
- (2) C-EE872AS.C 2 wire DSP master station with graphic display and goose neck.
- To be installed in the jail security command center.
- (64) C-ES831A 2 wire 2 gang substation with stainless steel button as shown on the customer provided drawings.

Customer/Third Party Furnished Property and Services

- Access to existing security systems for any required necessary programming.

- Escort for working inside jail
- Utilization of existing rack space for new Command Head-End
- All network drops as required for each camera location.
- All POE network ports. (1 per Camera)
- Access into the jail area as required.
- VPN Connection for remote programming and troubleshooting.

7.0 Pricing Summary

The City of Frisco PD IP Surveillance solution is designed with a state-of-the-art video management system and top of the line IP cameras providing the City of Frisco Police Department with efficiency tools to better manage every surveillance aspect of the department.

Securadyne Systems' video management system, and support agreement recommendation in this solution address the City of Frisco Police Departments current needs, and will meet the needs of any City of Frisco city expansion.

Pricing:

»» Installation of PD VMS, Jail and Briefcam System	
»» Total System Price	\$493,643.39
»»	

DIR Contracts

The following items are covered under Securadyne DIR contract and will be provided at or below DIR pricing quoted according to DIR Contract: DIR-SDD-2232 and DIR-SDD-2210

- »» Milestone licenses and software upgrade plans
- »» Axis Cameras
- »» Installation labor
- »» Programming labor
- »» Training labor
- »» Project Management

8.0 Project Implementation Plan

Securadyne Systems estimates eight (8) to sixteen (16) weeks from receipt of Purchase Order to final completion and acceptance of the system. The following tasks will provide a high-level overview of Securadyne Systems' approach to this project.

Task 1: Project Scheduling and Resource Allocation

Within 2 business days after processing the purchase order, the Securadyne Systems Installation Manager, will meet with the Project Manager and team for this project. There will be a detailed project review during this meeting.

Task 2: Project Kick-off Meeting with City of Frisco

The Installation Manager and the Project Manager will contact the City of Frisco to set an appointment to outline the solution implementation schedule. During this meeting, the City of Frisco will assign a point of contact person at the city for the installation. The Securadyne Systems team will also review the Scope of Work, project schedule, and timeline with the City of Frisco team. The Project Manager, based upon equipment and software delivery dates, will establish the start date for the implementation, establish milestone dates for implementation and estimate a completion date.

Task 3: Project Execution

The Securadyne Systems team will execute the project per the project timeline and schedule. Securadyne Systems will provide the City of Frisco with weekly progress reports, percentage of completion and key milestone obtainment.

Task 4: Training Plan

The Project Manager will set a training date and curriculum for the City of Frisco personnel, with the appropriate point of contacts assistance.

Task 5: System Commissioning/System Acceptance

The Project Manager will test and inspect the solution during the commissioning process, include the City of Frisco personnel in system sign-off procedures and obtain final approval. Securadyne will then turn the system over to the City of Frisco and at that point, the Maintenance Contract is initiated.

12.0 Conclusion

Securadyne Systems is certain that we have a deep understanding of your current and future needs at your facility and confident of our ability to satisfy your requirements beyond your expectations. We specialize in providing you with business solutions from concept to completion and there is no question that we can meet your security design, engineering, and installation requirements.

By combining our technical expertise, industry knowledge and understanding of the City of Frisco's surveillance security needs, Securadyne Systems has designed a robust and scalable solution that will assuredly grow with your business. Our years of history and expertise allow us to purposefully plan, design, build, maintain, monitor, and even operate integrated security solutions and services for the City of Frisco.

Our team is confident that we will deliver this project on time and exceed your expectations.

At Securadyne Systems, our approach is based on providing you with solutions now and in the future. We want to provide the City of Frisco with long term solutions offering the best return on your investment. We are looking to build long term relationship with the City of Frisco based on innovation and trust.

Thank you for your time and consideration.

13.0 Attachments

A – City of Frisco Camera Layout Drawings

B – Camera List with Accessories

C – Itemized Proposal

Camera #	Camera Model	Accessory 1	Accessory 2	Frame rate	Retention Time	Motion Recording or 24x7	Camera Name
1	P3214-V			8	48	Motion	Jail PD Hall West Entrance
2	P3215-V			8	48	Motion	Property Bag-N_Tag
3	P3215-V			8	48	Motion	Property Evidence Process
4	P3215-V			8	48	Motion	Property Room
5	P3215-V			15	0	View Only	Property Freezer
6	P3225-LV			8	48	Motion	Property Files
7	P3225-LV			8	48	Motion	Property Evidence
8	P3225-LV			8	48	Motion	Property Weapons
9	P3225-LV			8	48	Motion	Property Drug
10	P3224-LV			8	48	Motion	Prop Vehicle Vest
11	P3225-LVE			8	48	Motion	Prop Vehicle Insp
12	Q3505-VE			8	90	Motion	Jail Sally-Port Drive-In
13	Q3505-VE			8	90	Motion	Jail Rear Entrance
14	Q3505-VE	Microphone		8	90	Motion	Jail Sally-Port Entrance
15	P3225-LVE	Wall Mount		8	90	Motion	Jail Sally-Port Exit
16	P3365-V	Microphone		8	90	Motion	Jail Security Vest-1
17	P3215-V			8	90	Motion	Jail Security Vest-2
18	Q3505-V			8	90	24X7	Jail Holding 4
19	Q3505-V			8	90	24X7	Jail Holding 5
20	P3365-V	Microphone		8	90	Motion	Jail Intox RM Intoxilizer
21	P3215-V			8	90	Motion	Jail Intox RM Sally-Port Ent
22	P3215-V			8	90	Motion	Jail Hall Rear Entrance
23	P3215-V			8	90	Motion	Jail Hall Metal Detector
24	P3215-V			8	90	Motion	Jail Vest. Fire Escape
25	P3215-V			8	90	Motion	Jail Search Hall
26	P3364-LV			8	90	Motion	Jail Interview RM
27	M3037-PVE			8	90	Motion	Jail Medical RM
28	P3215-V			15	90	Motion	Jail Change Out RM
29	P3215-V			8	90	Motion	Jail Control Hall
30	P3214-V			8	90	Motion	Jail Dorm A Vest.
31	P3365-V	Microphone		8	90	Motion	Jail Dorm A-1
32	P3215-V			8	90	Motion	Jail Dorm A-2
33	Q3505-V	Microphone		8	90	24x7	Jail Dorm A H1
34	Q3505-V	Microphone		8	90	24x7	Jail Dorm A H2
35	Q3505-V	Microphone		8	90	24x7	Jail Dorm B H1
36	Q3505-V	Microphone		8	90	24x7	Jail Holding 1
37	Q3505-V	Microphone		8	90	24x7	Jail Holding 2
38	P3215-V			8	90	Motion	Jail Dorm B Vest.
39	P3215-V			8	90	Motion	Jail Rear Booking
40	P3215-V			8	90	Motion	Jail Booking

41	P3365-V	Microphone		20	90	Motion	Jail Booking Property Counter
42	P3215-V			20	90	Motion	Jail Booking Station 1
43	P3215-V			20	90	Motion	Jail Booking Station 2
44	P3215-V			20	90	Motion	Jail Booking Station 3
45	P3215-V			20	90	Motion	Jail Booking Entrance
46	P3365-V	Microphone		8	90	Motion	Jail Bail Waiting
47	P3365-V	Microphone		8	90	Motion	Jail Live Scan
48	P3365-V	Microphone		8	90	Motion	Jail Detox East
49	P3215-V			8	90	Motion	Jail Detox West
50	Q3505-V	Microphone		8	90	24x7	Jail Dorm B H5
51	Q3505-V	Microphone		8	90	24x7	Jail Dorm B H4
52	Q3505-V	Microphone		8	90	24x7	Jail Dorm B H3
53	Q3505-V	Microphone		8	90	24x7	Jail Dorm B H2
54	P3365-V	Microphone		8	90	Motion	Jail Dorm B-1
55	P3215-V			8	90	Motion	Jail Dorm B-2
56	Q3505-V	Microphone		8	90	24x7	Jail Holding 3
57	P3215-V			8	90	Motion	Jail Hall Booking
58	P3215-V			8	90	Motion	Jail Hall Visitation
59	P3364-V	Microphone		8	90	Motion	Jail Arraignment RM
60	P3364-V	Microphone		8	90	Motion	Jail Lobby Visitation
61	P3214-V			8	90	Motion	Jail Hall Visitation
62	P3215-V			8	90	Motion	Jail Hall Att Visitation
63	P3215-V			8	90	Motion	Jail Bond Window
64	P3215-V			15	90	Motion	Jail Lobby Bond Window
65	P3215-V			8	90	Motion	Jail PD Hall East Entrance
66	P3215-V			8	90	Motion	Juvenile Processing RM
67	P3215-V			8	24	Motion	PD Hall North
68	P3215-V			8	24	Motion	Jail Lobby PD Entrance
69	P3365-V	Microphone		8	24	Motion	Jail Lobby
70	P3215-V			8	24	Motion	Jail Lobby Stairwell
71	P3215-V			8	24	Motion	PD Hall South
72	P3215-V			8	24	Motion	Records North Entrance
73	P3225-LVE			8	24	Motion	PD Rear Entrance
74	P3215-V			8	24	Motion	Records South Entrance
75	P3215-V			8	24	Motion	PD Elevator Lower
76	P3215-V			8	24	Motion	Dispatch Hall East
77	F44	Microphone	F1035 Camera Head	15	90	Switch	Soft Interview 3
78	Shares with 77	Microphone	F1035 Camera Head	15	90	Switch	Soft Interview 2
79	F44	Microphone	F4005-E Camera Head	15	90	Switch	Soft Interview 1

80	P3215-V			8	24	Motion	PD Lobby Stairwell South
81	P3214-V			8	24	Motion	PD Lobby South Entrance
82	P3215-V			8	24	Motion	PD Lobby South
83	P3215-V			8	24	Motion	PD Lobby North
84	P3214-V			8	5	Motion	PD Lobby North Entrance
85	P3214-V			8	24	Motion	Records Mail RM
86	P3365-V			15	3	Motion	Records Window 1
87	P3365-V			15	3	Motion	Records Window 2
88	P3365-V			15	3	Motion	Records Window 3
89	P3365-V			15	3	Motion	Records Window 4
90	P3224-LV			10	5	Motion	PD Lobby Entrance
91	P3214-V			10	24	Motion	PD Lobby Vest.
92	Q3709-PVE	Wall Mount		10	5	Motion	PD Entrance
93	P3214-V			8	24	Motion	PD Lobby Stairwell North
94	P3215-V			8	24	Motion	Dispatch Hallway
95	Q3505-VE			8	5	Motion	Dispatch Hall Entrance
96	P3215-V			8	24	Motion	Dispatch Entrance
97	P3215-V			8	24	Motion	Dispatch DATA RM Entrance
98	P3214-V			8	5	Motion	Dispatch DATA RM 1
99	P3214-V			8	5	Motion	Dispatch DATA RM 2
100	Q3505-VE			8	24	Motion	Admin Lower Outside Entrance
101	P3214-V			8	24	Motion	Admin Lower Vest. Entrance
102	P3215-V			8	24	Motion	Admin Stairwell
103	Shares with 79		F4005-E Camera Head	15	90	Switch	Soft Interview 1b
104	P3707-PE			8	24	Motion	Services Lobby
105	P3215-V			8	24	Motion	PD Elevator Upper
106	Q3505-V			8	24	Motion	Admin Lobby
107	P3214-V	Wall Mount		8	24	Motion	Admin Lobby Entrance
108	P3215-V			8	24	Motion	PD Lobby 1
109	P3215-V			8	24	Motion	PD Lobby 2
110	P3214-V			8	24	Motion	CID Lobby Entrance
111	P3215-V			8	24	Motion	CID Lobby
112	P3215-V			8	24	Motion	CID Interview RM Hall
113	F44	Microphone	F4005-E Camera Head	15	90	Switch	CID Interview RM 1
114	F44	Microphone	F4005-E Camera Head	15	90	Switch	CID Interview RM 2
115	F44	Microphone	F4005-E Camera Head	15	90	Switch	CID Interview RM 3

116	Shares with 115		F4005-E Camera Head	15	90	Switch	CID Interview RM 1b
117	Shares with 115		F4005-E Camera Head	15	90	Switch	CID Interview RM 2b
118	Shares with 115		F4005-E Camera Head	15	90	Switch	CID Interview RM 3b
119	P3214-V			8	24	Motion	CID Hall Lobby Entrance
120	Q3505-VE			5	24	Motion	Roof Deck 1
121	Q3505-VE			5	24	Motion	Roof Deck 2
122	P3214-V			5	24	Motion	Hatch Locker RM
123	P3215-V			8	24	Motion	Patrol Hallway
124	P3215-V			8	24	Motion	Entrance
125	P3215-V			8	24	Motion	PD Rear Stairwell Entrance
126	Q3505-VE			10	10	Motion	Gate East
127	P3364-VE			10	10	Motion	Gate East Pedestal
128	Q1765-LE			8	24	Motion	Jail Parking Entrance
129	Q3505-VE			8	24	Motion	Jail Outside Entrance
130	Q1765-LE			8	10	Motion	Parking Lot Detention
131	Q3505-VE			8	24	Motion	Parking Garage Exit
132	Q1765-LE			8	48	Motion	PD Parking Entrance
133	Q3505-VE			8	48	Motion	PD Parking 3
134	P3364-VE			10	10	Motion	Gate West Pedestal
135	P3225-LV			10	24	Motion	Gun Range Entrance
136	Q3505-VE			8	24	Motion	Gun Range Parking
137	Q3505-VE			8	24	Motion	PD Rear Paking 1
138	Q3505-VE			8	24	Motion	Entrance
139	P3707-PE			8	24	Motion	PD Rear Building
140	P3225-LVE	Ethernet over Coax Base	Ethernet Over Coax Device	8	24	Motion	PD Parking 1
141	P3225-LVE	Ethernet over Coax Base	Ethernet Over Coax Device	8	24	Motion	PD Parking 2
142	P3707-PE			8	24	Motion	New 1st Floor Garage Camera
143	P3707-PE			8	24	Motion	New 1st Floor Garage Camera
144	P3707-PE			8	24	Motion	New 2nd Floor Garage Camera
145	P3707-PE			8	24	Motion	New 2nd Floor Garage Camera

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PD VMS and CCTV Revised

Customer Number: 1016196

City of Frisco

7200 Stonebrook Parkway

Frisco, TX 75034

Contact: Barry Turner

Phone: +1 (972) 292-6142

Email: bturner@Friscotexas.Gov

Proposal No.: 9851-8-0

Date: October 26, 2016

Your Reference:

Valid To: November 25, 2016

Payment Terms: Net 30

Quoted By: Michael Wilson

Phone: 817-937-7819

Email: Michael.Wilson@Securadyne.com

VMS and Cameras

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	Milestone	YXPCOBT	MLS:SUP 1Y XProtect Corporate Base	\$471.50	\$471.50
145	Milestone	XPCODL	MLS:XProtect Corporate Device License	\$269.78	\$39,118.10
145	Milestone	YXPCODL	MLS:SUP 1Y XProtect Corporate Device	\$49.20	\$7,134.00
5	Axis Communications	0936-001	F44	\$439.20	\$2,196.00
1	Axis Communications	0548-001	M3037-PVE	\$639.20	\$639.20
15	Axis Communications	0612-001	AXI:P3214V Network Camera	\$399.20	\$5,988.00
52	Axis Communications	0614-001	AXI:P3215-V FIX DOME IN CAM,3-10.5 MM	\$479.20	\$24,918.40
2	Axis Communications	0759-001	AXI:P3224-LV Fixed Dome Camera	\$479.20	\$958.40
5	Axis Communications	0761-001	AXI:P3225-LV Fixed Dome Camera	\$559.20	\$2,796.00
5	Axis Communications	0760-001	AXI:P3225-LVE Fixed Dome Camera	\$679.20	\$3,396.00
1	Axis Communications	0485-001	AXI:P3364-LV Network Camera	\$639.20	\$639.20
2	Axis Communications	0481-001	AXI:P3364-V 6MM Network Camera	\$559.20	\$1,118.40
2	Axis Communications	0482-001	AXI:P3364-VE 6MM Network Camera	\$719.20	\$1,438.40
13	Axis Communications	0586-001	AXI:P3365-V Fixed Dome indr Camera	\$639.20	\$8,309.60
6	Axis Communications	0815-001	P3707-PE	\$959.20	\$5,755.20
3	Axis Communications	0509-001	AXI:Q1765-LE Network Camera	\$1,119.20	\$3,357.60
13	Axis Communications	0616-001	AXI:12M Omni-Dir D/N WDR, H.264, 8MM	\$799.20	\$10,389.60
14	Axis Communications	0618-001	AXI:Q3505-VE IP Camera	\$919.20	\$12,868.80
1	Axis Communications	Q3708-PVE	Q3708-PVE	\$1,599.20	\$1,599.20
2	Axis Communications	0737-001	F1035-E	\$199.20	\$398.40
8	Axis Communications	0775-001	F4005-E	\$231.20	\$1,849.60
28	Axis Communications	5032-531	AXI:T8353A Microphone 3.5 mm	\$359.20	\$10,057.60
1	Axis Communications	5504-621	AXI:T91B61 Wall Mount	\$79.20	\$79.20
2	Axis Communications	5506-481	AXI:T91E61 Wall Mount, Indoor/Outdoor	\$31.20	\$62.40
2	Axis Communications	5504-701	AXI:T91A47 Pole Mount	\$55.20	\$110.40
2	Axis Communications	5028-411	AXI:AXIS T8641 PoE+ Over Coax Base	\$165.60	\$331.20
2	Axis Communications	5027-421	AXI:AXIS T8642 PoE+ Over Coax Devi	\$165.60	\$331.20

Supplies & Materials for: VMS and Cameras

QTY	Description	Ext. Price
1.00	Freight	\$250.00
1.00	Miscellaneous Equipment	\$125.00

PD Jail

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	Software House, Inc.	CC9000-CMMND	SWH:CC9000 Commend Intregation License	\$1,309.76	\$1,309.76
1	Software House, Inc.	CC9000-MILESTONE	SWH:CC9000 Milestone Corp Intregation	\$1,309.75	\$1,309.75
2	Securadyne	111100	SS:22-2PR Plen Indiv Shld 1000'	\$0.00	\$0.00
2	Securadyne	111100-500	SS:22-2PR Plen Indiv Shld 500'	\$0.00	\$0.00
2	Altronix	AL1012ULXPD16	ALT:Power Supply-Charger, 12 VDC @10 Amp	\$243.24	\$486.48
4	Securadyne	112100-500	*SS:18-4C Plen Shld 500'	\$0.00	\$0.00
4	Yuasa Battery, Inc.	NP712	YUA:Battery - 12V 7AH Battery	\$0.00	\$0.00



PD Jail					
QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
2	Commend	GE800-UL	IP Intercom Server with 14 free Slots. Includes Power Supply/Transformer for GE800 (120vAC or 230vAC)	\$2,974.00	\$5,948.00
1	Commend	C-L8-ICX.C	1 ICX interface onboard.	\$395.00	\$395.00
17	Commend	C-G8-GED-4B	Connection of 4 digital subscribers Feature Level	\$903.00	\$15,351.00
17	Commend	C-G8A-C	GE 800 connection print single-card	\$58.00	\$986.00
1	Commend	C-L8-GED-4D.C	Upgrade G8-GED-4B to G8-GED-4D	\$904.00	\$904.00
2	Commend	C-EE872AS.C	Digital 2 -wire DSP Desk Master station with graphic display and gooseneck microphone black	\$811.00	\$1,622.00
64	Commend	C-ES831A	2-wire 2-GANG substation with stainless steel button, tamper resistant, Commend	\$160.00	\$10,240.00
1	Commend	ESTS632	(100) Stainless steel security screws with (1) Torx bit and (1) Torx handle	\$34.00	\$34.00
1	Commend	E-WIN-OPC-SPD	License: Interface adapter for OPC-Client	\$8,951.00	\$8,951.00

Supplies & Materials for: PD Jail

QTY	Description	Ext. Price
1.00	Freight	\$1,000.00
1.00	Miscellaneous Equipment	\$125.00
1.00	Omron Professional Services	\$9,000.00
1.00	Custom Manufacturer Professional Svcs	\$15,000.00
1.00	Miscellaneous Equipment	\$0.00

BriefCam

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	BriefCam	FS-Base	Base License for Single User	\$7,125.00	\$7,125.00
1	BriefCam	BMAU-FS-BASE	SW Maintenance and Upgrades for FS Base - 2 Year	\$1,995.00	\$1,995.00

Supplies & Materials for: BriefCam

QTY	Description	Ext. Price
1.00	Custom Manufacturer Professional Svcs	\$3,000.00

Project Labor

QTY	Description	Rate	Ext. Price
1327.40	Installation	\$112.50	\$149,332.50
299.40	PM Internal	\$143.44	\$42,945.94
360.00	Engineering	\$143.44	\$51,638.40
89.64	CAD	\$143.44	\$12,857.96
48.00	Training	\$112.50	\$5,400.00

Investment Summary

Total Equipment:	\$202,968.59
Total Labor:	\$262,174.80
Total Supplies & Materials:	\$28,500.00
Total Proposal Amount:	\$493,643.39

Mobilization Due in Advance:	\$98,728.67
Remaining Balance Due:	\$394,914.72

Sales Tax will be included on the invoice at the time of billing if applicable.

Terms and Conditions of Sale

These Terms and Conditions of Sale (the "Terms") are the terms and conditions that govern Securadyne Systems (the "Company") agreement to provide Equipment and Services to the entity or person whose name appears in the Proposal to which these Terms are attached (the "Client"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement". The Agreement is effective as of the date set forth in the Proposal or as otherwise defined as the "Effective Date" below.

1. **Definitions.** Capitalized terms used throughout the Agreement shall have the meaning set forth below:
 - a. "Client" shall mean the entity or person whose name appears on the Proposal;
 - b. "Company" shall mean Securadyne Systems and any of its legal entities;
 - c. "Company Indemnities" shall mean the Company and all of its present and future affiliates, and all officers, directors, employees, agents and representatives of any of the foregoing entities, and all successors and assigns of each of the any of the foregoing persons or entities.
 - d. "Company Releasees" shall mean the Company and all of its present and future affiliates, and all officers, directors, employees, agents and representatives of any of the foregoing entities, and all successors and assigns of each of the any of the foregoing persons or entities.
 - e. "Data" shall mean any form of data, including alarm signals, video, audio or any other form of data;
 - f. "Effective Date" shall mean the effective date of this Agreement set forth in the Proposal or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's Proposal;
 - g. "Equipment" shall mean the equipment identified in the Proposal;
 - h. "Premises" shall mean the Client's premises located at the address set forth in the box labeled "Client Information" in the Proposal;
 - i. "Proposal" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
 - j. "Services" shall mean the services selected by the Client and identified in the Proposal or in the attached rider;
 - k. "System" shall mean the computer hardware, other electronic or processing devices, and software installed at the Premises in accordance with this Agreement;
 - l. "We" shall mean Securadyne Systems and any of its legal entities;
 - m. "You" or "Your" shall mean the Client.

2. **Equipment and Services.** Subject to the terms and conditions of this Agreement, and Client's compliance with such terms and conditions, the Company shall sell or lease (as indicated on this Proposal) and install the Equipment at the Premises and provide the Services set forth in the Proposal. You shall pay Company for the Equipment and Services as indicated on the Proposal. You are responsible for all sales, use or similar taxes that may arise in connection with this Agreement. You also shall promptly reimburse Company for all shipping and handling costs related to the delivery of Equipment under this Agreement. Payment terms are net thirty (30) days for full or partial invoices. We shall invoice for the Equipment and Services as set forth above. Services exclude routine or preventative maintenance. Unless otherwise agreed in writing, all Services will be invoiced at Company's then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

3. **Licenses and Permits.** Your municipality may require a license or permit for the installation, use or monitoring of the System or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number.

4. **INSURANCE AND COMPANY'S LIABILITY RELEASE.** COMPANY IS NOT AN INSURER. YOU SHALL MAINTAIN INSURANCE COVERING YOU AND ALL OTHERS FOR ANY AND ALL LOSS, DAMAGE, INJURY, DEATH OR EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. RECOVERY FOR ANY LOSS, DAMAGE, INJURY, DEATH OR EXPENSE SHALL BE LIMITED TO YOUR INSURANCE. YOU HEREBY RELEASE COMPANY RELEASEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES, DEATHS, EXPENSES AND ALL OTHER LIABILITY ARISING OUT OF, RESULTING FROM OR RELATING TO (1) THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY RELEASEES OF ANY KIND OR DEGREE, (2) THE IMPROPER OPERATION OR NON-OPERATION OF THE EQUIPMENT OR SYSTEM, OR ANY PART OR COMPONENT OF ANY OF THE FOREGOING; (3) BREACH OF CONTRACT, EXPRESS OR IMPLIED, WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT (4) BREACH OF WARRANTY, EXPRESS OR IMPLIED, (5) PRODUCT OR STRICT LIABILITY, (6) LOSS OR DAMAGE TO, DESTRUCTION OF, OR MALFUNCTION OR INOPERABILITY OF ANY FACILITIES NECESSARY TO OPERATE THE SYSTEM OR EQUIPMENT (OR ANY PART OR COMPONENT OF ANY OF THE FOREGOING), TRANSMIT ANY SIGNAL OR DATA, RECEIVE ANY DATA OR SIGNAL, OR OPERATE ANY MONITORING FACILITY, OR (7) FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION. THE ITEMS LISTED IN SECTIONS 1 THROUGH 7 HEREOF ARE REFERRED TO IN

THIS AGREEMENT COLLECTIVELY AS THE "COVERED CLAIMS". IF COMPANY IS FOUND LIABLE FOR ANY LOSS, DAMAGE, DESTRUCTION, INJURY, DEATH OR EXPENSE CAUSED IN WHOLE OR IN PART BY ANY OF THE COVERED CLAIMS, ANY SUCH LIABILITY SHALL BE LIMITED, IN THE AGGREGATE, TO THE MAXIMUM SUM OF TEN THOUSAND (\$10,000) UNITED STATES DOLLARS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

5. **Release of Insured Losses; Waiver of Subrogation.** You release Company Releasees for all losses, damages, destruction, injury, death and expenses covered by your insurance policies and for all insurance deductibles. You also waive and release any rights you or your insurance company may have against Company Releasees for money paid to you or on your behalf.

6. **INDEMNIFICATION.**

- A. WE SHALL INDEMNIFY YOU FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE, PROVIDED, HOWEVER, SUCH INDEMNIFICATION AND THE COMPANY RELEASEES TOTAL LIABILITY IN THE AGGREGATE SHALL NOT EXCEED THE PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES), IF ANY, APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE. IF ANYONE OTHER THAN YOU (INCLUDING YOUR INSURANCE COMPANY) ASKS COMPANY TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING ECONOMIC LOSSES, REAL OR PERSONAL PROPERTY DAMAGE OR DESTRUCTION, PERSONAL INJURY OR DEATH) ARISING OUT OF, RESULTING FROM OR RELATED TO (I) THIS AGREEMENT, (II) THE EQUIPMENT, (III) THE SYSTEM, (IV) THE SERVICES, OR (V) ANY OF THE COVERED CLAIMS, YOU SHALL PAY COMPANY (WITHOUT ANY CONDITION THAT COMPANY FIRST PAY AND NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATH, COSTS OR EXPENSES INCLUDING ATTORNEYS' FEES ASSERTED AGAINST OR INCURRED BY ANY OF COMPANY RELEASEES. COMPANY SHALL HAVE THE RIGHT TO APPOINT AND USE LEGAL COUNSEL SELECTED IN ITS SOLE DISCRETION TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST ANY COMPANY RELEASEES. YOU AGREE TO COOPERATE WITH COMPANY RELEASEES AND ITS SELECTED COUNSEL AT YOUR OWN EXPENSE.
- B. WHEN CLIENT IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN ITS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, CLIENT AGREES TO AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD HARMLESS COMPANY INDEMNITEES FOR AND AGAINST ALL CLAIMS BROUGHT BY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT, AND FOR ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS FEES). THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING (I) COMPANY'S PERFORMANCE OR FAILURE TO PERFORM; (II) THE EQUIPMENT'S OR SYSTEM'S FAILURE TO DETECT OR AVERT ANY ACTIVITY; (III) DEFECTS IN THE EQUIPMENT (OR ANY COMPONENT THEREOF), THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), PRODUCTS, DESIGN, REPAIR SERVICE, INSTALLATION OF EQUIPMENT OR SYSTEM (OR ANY PART OR COMPONENT OF ANY OF THE FOREGOING), OR OPERATION OR NON-OPERATION OF THE SYSTEM IN WHOLE OR IN PART; (IV) WHETHER BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED WARRANTY CONTRIBUTION OF INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF ANY COMPANY INDEMNITEES; AND (V) ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST COMPANY BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS.
- C. Indemnification Procedure. The indemnitee will give the indemnitor prompt written notice of a covered claim (including a copy thereof) served upon it and will fully cooperate with and comply with all reasonable requests of the indemnitor and its legal representatives in the investigation of any matter concerning the covered claim, provided, however, that failure to promptly notify the indemnitor of a covered claim will not relieve the indemnitor of its indemnification obligations under this Agreement unless and to the extent the indemnitor is actually prejudiced thereby.

7. **Communications Equipment and Services.** The System and the transmission of Data to or from the System, regardless of the communications equipment or communications service used, may be interrupted, prevented, circumvented or otherwise compromised. If such equipment or service is inoperative or interrupted for any reason including (a) by any natural or human cause, (b) the loss of a telephone line or dial tone regardless of the reason for such loss, (c) the failure of Terms and Conditions of Sale, or (d) the failure of the internet connection to the Premises or the monitoring facility, there will be no indication of such interruption unless you elect to use and pay for some available form of technology that detects and reports such an interruption. You must test the System's Data transmission and receiving functions with the monitoring facility immediately after the installation, modification or repair of any communications equipment or communications service. The use of DSL or other broadband telephone service may prevent the System from transmitting or receiving Data to or from the monitoring facility or interfere with the telephone line-seizure feature of the System (DSL or other broadband telephone service should be installed on a telephone number that is not used for System Data transmission and/or receipt). You may elect to use

some form of back-up communication equipment or service (e.g., telephone combined with some form of wireless communication). You will need some other means of communications if and when the System transmits or receives Data by telephone. You must confirm that your communications equipment or services are compatible with the System including after there are changes to the communications equipment or services. You must test the System periodically, at least monthly. You must immediately report (i) problems with the communications equipment or communications services to the communications provider; and (ii) problems with the System in writing to the Company and identify in detail the problems. You must pay all charges for communications equipment and communications services, including any charges for the installation, modification or repair of such communications equipment and communications services. Company shall have no responsibility for your equipment or devices or any equipment, devices, hardware, software, data or property not included in the Equipment including any equipment, devices, hardware, software or data of any communications equipment or service provider.

8. **Return of Equipment and System.** If the System or Equipment is owned by the Company or leased by Company to Client, Client shall, at Client's sole cost, promptly and without demand or request, return the System and Equipment (and all parts and components of the foregoing) to the Company at the expiration or termination of this Agreement.

9. **Additional Equipment.** You have selected the Equipment, System and Services based on your personal considerations including, by way of example, and not limitation, cost, environment, conditions, and insurance requirements. Additional Equipment, at additional cost, may provide enhance detection and/or increased protection.

10. **Installation and Service; System Removal.** You shall comply with any technical requirements set forth in the Proposal such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards. Drawings and related documents remain the Company's property and any use or reproduction is strictly prohibited. Installers are not aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces. You must advise Company of such hidden objects or Company and its installers are released for any injury (including death), damages, destruction, losses or expenses related thereto, or for damages, destruction, losses or expenses as to any to real or personal property. Company is not obligated to repair, restore, replace or redecorate the Premises if the System or Equipment is removed from the Premises. The Company makes no promise of installation of Equipment or the System, or commencement of Services, by any particular date and shall not be liable for any injury, damage, loss or expense resulting from any delay in the installation of the Equipment or the System (or any part or component thereof) or the commencement of the Services.

11. **Title to Equipment, System and Panel.** In the event that Client has purchased the Equipment, all right, title and interest in and to all Equipment and the System shall remain in Company until Company receives payment in full from Client. In the event that Client is leasing the Equipment from Company, all right, title and interest in and to all Equipment and the System shall remain in Company. Delivery will be by common carrier F.O.B Seller's shipping point. Seller assumes sole risk of any and all loss, damage and destruction to the Equipment or the System or any part or component thereof during shipment. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client. In the event that Client is leasing the Equipment from Company, Client grants Company a security interest in the Equipment and the System. Client authorizes Company to file this Agreement or one or more financing or continuation statements (or amendments) (without signature where permitted by law) respecting leased or financed equipment. Client shall execute financing statements and all other documents reasonably requested by Company reflecting Company's security interest following Company's request. Company shall provide Client a copy of any such filing; provided, however, Company's failure to do so shall not constitute a breach hereof or a condition precedent to the granting of a security interest.

12. **Equipment Returns.** You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

13. **Increase in Charges.** Company shall have the right at any time during the term of this Agreement, to increase the lease charges or the monitoring/service charges provided in the Proposal to reflect any additional taxes, fees or charges relating to the Services provided under the terms of this Agreement which may hereafter be imposed on Company by any utility, government or other regulating entity and Client agrees to pay same. Company may increase periodic recurring charges at any one or more times following the twelve (12) month anniversary of the Effective Date of the Agreement. Company shall provide you thirty (30) days' notice of such increase. If you are unwilling to pay the increased charges, you must notify Company in writing no later than fifteen (15) days prior to the date on which any such increase takes effect. Company may then rescind the increase in which event the Agreement shall continue under the terms and conditions of this Agreement for the balance of the term or the Company may elect not to rescind the increase in which event this Agreement shall terminate on what would have been the effective date of the Company's increase in charges. Failure on the part of the Client to notify the Company within fifteen (15) days shall constitute Client's acceptance of the increase.

14. **Default.** If you default under any term or condition of this Agreement, Company shall (i) be entitled to retain all

prepayments received and you shall immediately pay Company (a) all payments then due and payable, and (b) fifty (50%) percent of all payments due for the unexpired term as agreed upon damages and not as a penalty; (ii) have no further obligation to perform under this Agreement; and (iii) be entitled to a return of all Equipment and System as your expense, and upon Company's request, you shall promptly ship, at your own expense and risk, all Equipment and System to Company. In addition, you shall pay Company for all costs and expenses in enforcing its rights under this Agreement, including reasonable attorneys' fees. If your account balance extends beyond thirty (30) days, we may, in our sole discretion, until the account is paid in full, either (a) ship Equipment or provide Services to you on a C.O.D. or C.O.D. plus basis; or (b) refuse to ship Equipment or provide Services.

15. **Binding Agreement.** This Agreement only becomes binding upon Company when signed by Company's authorized representative or upon the commencement of any of the Services. If there are any additions, alterations, modifications or deletions to these printed terms, such terms shall not become part of the Agreement unless agreed to and initialed by a person authorized to agree to such terms by Company. You may not receive a copy of this Agreement executed by Company's authorized representative. This Agreement is binding on the parties' heirs, executors, administrators, and permitted successors and permitted assigns. This Agreement may be executed in several counterparts and by facsimile or email signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. A telecopy/email signature shall be as legally effective as an original signature.

16. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

17. **Assignment.** You may not assign this Agreement to any third party. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

18. **Payment and Finance and Late Charges.** The Company reserves the right on any capital project being undertaken by Client to charge and invoice the Client twenty (20%) percent of the entire Proposal amount for the Project which shall be referred to as a "Mobilization Fee." This Mobilization Fee will be due and payable on receipt of an invoice for such fee. It shall be credited against the total amount due. This Mobilization Fee is subject to any restocking fees that may be applicable. For purposes of this provision, restocking fees shall include the stocking or restocking fees or charges that are charged to the Company by its suppliers, subcontractors or vendors due to the return of any equipment or materials. All other invoices sent by the Company to the Client are due upon receipt. You agree to pay a finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) for all fees, charges, expenses and other amounts not paid within thirty (30) days of the invoice date. In addition, you shall pay an administrative fee (late charge) of 5% of any invoice not paid (as agreed upon damages and not a penalty) within sixty (60) days of the invoice date.

19. **No Waiver of Breach.** Waiver of your breach of this Agreement shall not be a waiver of any subsequent breach. Company's rights under this Agreement shall be cumulative, may be exercised concurrently or consecutively, and shall include all remedies available even if referred to in this Agreement.

20. **Delays in Installation and in Service.** You acknowledge that there may be interruptions in, or delays in performing, installation of the Equipment or System, and interruptions of Service or delays in performing the Services. Company's sole obligation after receiving a service request from you is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays.

21. **Takeover Systems.** If Company takes over rendering service to an existing system, in whole or in part, Company reserves the right, in its sole discretion, to terminate this Agreement at any time by giving you ten (10) days written notice to you that, in Company's sole discretion, there have been excessive activations of the System or the number of problems or cost of service has been or may become excessive. You shall be entitled to reimbursement of the unearned charge paid for the then current period on your written request and this shall be the limit of Company Releasees' liability.

22. **Provision and Modification of Services.** Only Company or its authorized subcontractors shall provide any form of Service for or in connection with any of the Equipment or System. We will not provide, and do not assume any obligation to provide, any service that is not included as part of the Services. We will provide all Services in accordance with our then-current policies and specifications. We may modify, terminate or suspend any particular form of Service if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest.

23. **Title to Intellectual Property.** Client acknowledges and agrees that Company owns all right, title and interest in and to all software, to include but not limited to Invarios and any other software owned by the Company, hardware, firmware, shareware, codes, designs, specifications, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from the System or any Services, and all intellectual property and proprietary rights therein or related thereto, and that Client has no rights whatsoever in any of the foregoing. **CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS, DEMANDS OR LAWSUITS ARISING FROM OR RELATING TO INFRINGEMENT OF COPYRIGHT, TRADEMARK OR PATENT RIGHTS.**

24. **LIMITED WARRANTY.**

- A. COMPANY WARRANTS TO YOU ALONE AND NO OTHER PARTY THAT EQUIPMENT WE ARE OBLIGATED TO INSTALL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO SECTION 24.B, IF ANY PART OR COMPONENT OF THE EQUIPMENT INSTALLED BY COMPANY BECOMES DEFECTIVE WITHIN ONE (1) YEAR FROM THE ISSUANCE DATE OF THE COSC (CERTIFICATE OF SUBSTANTIAL COMPLETION) OR COFC (CERTIFICATE OF FINAL COMPLETION) FOR THIS INSTALLATION OR THE TERM PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY AGREES TO, AT COMPANY'S SOLE OPTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. CUSTOMER SHALL BE RESPONSIBLE FOR PAYING ALL SHIPPING CHARGES RELATED TO ANY REPAIRED OR REPLACED EQUIPMENT, OR PART OR COMPONENT THEREOF. THIS WARRANTY IS CLIENT'S SOLE REMEDY, AND IS NOT ASSIGNABLE.
- B. COMPANY SHALL HAVE NO OBLIGATION PURSUANT TO THIS SECTION 24 WITH RESPECT TO WIRING, LIGHT BULBS, L.E.D.'S, L.C.D.'S, BATTERIES OR OTHER DEPLETABLE OR EXPENDABLE EQUIPMENT, PARTS OR COMPONENTS. THIS WARRANTY DOES NOT COVER DAMAGE TO OR DESTRUCTION OF ANY EQUIPMENT, OR ANY PART OR COMPONENT THEREOF, CAUSED BY OR RESULTING FROM ANY ACCIDENT, VANDALISM, CLIENT NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICAL CHARGES, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, NOT USED IN THE INTENDED MANNER, NEGLIGENCE, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR.
- C. IF YOU DISCOVER A DEFECT IN THE EQUIPMENT (OR ANY PART OR COMPONENT THEREOF), YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND FULLY DESCRIBE THE DEFECT.
- D. EXCEPT AS SET FORTH IN SECTION 24.A, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT (OR ANY PART OR COMPONENT THEREOF), ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT, AND COMPANY EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, AND NON-INFRINGEMENT. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT, SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE EQUIPMENT, SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING OR RESPONSE FOR WHICH IT WAS INTENDED.
- E. CLIENT UNDERSTANDS AND AGREES THAT THE (i) THE EQUIPMENT AND SYSTEM ARE INTENDED TO CONSTITUTE OR BE PART OF A SECURITY SYSTEM DESIGNED TO REDUCE RISK OR LOSS FOR THE CLIENT; (ii) CLIENT HAS SELECTED, ACCEPTED AND APPROVED THE EQUIPMENT AND SYSTEM AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS TYPES OF EQUIPMENT, SYSTEMS AND SERVICES AVAILABLE TO IT AND THE RELATED COSTS OF THE FOREGOING; (iii) YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING ANY EQUIPMENT OR A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; (iv) THE PRICE IS BASED SOLELY ON THE COST AND VALUE OF COMPANY PROVIDING THE EQUIPMENT AND THE SERVICES, AND IS UNRELATED TO THE VALUE OF PROPERTY OF CLIENT OR OTHERS AT THE PREMISES; (v) THE PRICE DOES NOT CONTEMPLATE ANY PAYMENT BEING MADE OR CONSIDERATION BEING GIVEN TO COMPANY FOR ANY GUARANTEE, WARRANTY OR INSURING AGREEMENT BY COMPANY TO CLIENT WITH RESPECT TO ANY PERSON OR PROPERTY; AND (vi) NO WARRANTY OR GUARANTEE (EITHER EXPRESS OR IMPLIED) OF ANY KIND IS MADE THAT THE EQUIPMENT, SYSTEM OR SERVICES WILL AVERT OR PREVENT ANY OCCURRENCE OR CONSEQUENCE WHICH THE SYSTEM OR SERVICES IS ATTEMPTING TO DETECT OR AVERT.
- F. ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE A WARRANTY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT OR IN THIS SECTION 24. ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- G. COMPANY SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST SALES, INJURY OR DEATH TO ANY PERSON, DAMAGE OR DESTRUCTION TO ANY EQUIPMENT (OR PART OR COMPONENT THEREOF), SOFTWARE OR DATA.

25. **Time Limitation on Actions.** All claims, actions or proceedings against Company must be commenced in court within two (2) years and one (1) day or sooner if required by the laws of the State of Texas after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this section must be complied with strictly.

26. **Integrated Agreement.** The Terms, the Proposal and any document made a part of the Terms or the Proposal collectively constitute the entire Agreement between the parties respecting the transactions described in such documents and supersedes all prior or current negotiations, commitments, contracts, warranties (express or implied), statements and representations, whether written or oral, whether express or implied, pertaining to such transactions, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS MADE ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSED IN THIS AGREEMENT AND, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY INDUCEMENT WHICH IS NOT SET FORTH IN THIS AGREEMENT.
27. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.
28. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
29. **Additional Equipment or Service.** If, at any time after the Effective Date, you request or authorize additional equipment or services, Company shall not be obligated to provide any such additional equipment or services unless agreed to in writing. Any and all additional sales, equipment, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, equipment, installation and services.
30. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of any of the Equipment, System or Services under this Agreement. The provisions of this Agreement apply to and shall be for the benefit of, and shall bind you to, each of the following persons and entities with the same force and effect as you are bound to Company: (i) any subcontractors engaged to provide any of the Equipment, System or Services to you; and (ii) each of the Company's affiliates, shareholders, partners, members, directors, officers, employees, agents and representatives, and successor and assigns of any of the foregoing. Client understands that these subcontractors are independent contractors and are not employees of Company.
31. **Consent to Intercept, Record And Use Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, any person or company are parties.
32. **Prior Agreements With Others.** You represent and warrant that (a) your cancellation, or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person or entity.
33. **Section Headings.** The section titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. When used in this Agreement, the word "including" shall not be a word of limitation but shall mean "including, but not limited to."
34. **Credit Investigation Report.** You authorize and consent to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.
35. **Right to Notice and Cure.** If Company breaches this Agreement, you shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. Company may cure the breach within five (5) business days following Company's receipt of the written notice or, if the breach cannot be reasonably cured within such period, to promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to you for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any such breach.
36. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, OR ANY EQUIPMENT, SYSTEM OR SERVICE, OR ANY PART OR COMPONENT OF ANY OF THE FOREGOING OR RELATING TO ANY OF THE FOREGOING, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**
37. **Right to Terminate.** These terms and conditions shall apply for the entire period of time, to include any agreed extensions, as set forth in the Agreement beginning on the effective date contained in the Agreement. Notwithstanding anything set forth in this Agreement to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon sixty (60) days written notice. If such termination is without cause, Company shall refund you any unearned service charges. The following sections shall survive any termination or expiration of this Agreement: 1, 4, 5,

6, 8, 10, 11, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 28, 32, 33, 35, 36, 37, 39 and 41.

38. **Electronic Media.** A copy of this Agreement and signatures transmitted and delivered by facsimile or e-mail shall be deemed to be originals for all purposes. We may scan or otherwise convert this Agreement into an electronic and/or digital media file and a copy of this Agreement or the Data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

39. **Software.** If the Equipment, System or Services include the delivery or use of any software, such software shall be subject to the terms and conditions of any license or sub-license between Company or the software licensor, on the one hand, and Client, on the other hand. For purposes of this Agreement, the term "Equipment" shall include any software licensed, delivered or otherwise used by Client in connection with the Services, the Equipment, the System or this Agreement. Under all circumstances, Company shall only be required to load any software on one (1) server.

40. **Environmental Considerations.** You represent and warrant that there are no hazardous substances, ultra-hazardous or dangerous activities or conditions or public or private nuisance (collectively, "Hazardous Conditions") on the Premise and that there are no violations of any applicable local, state or federal law, order or court order respecting any Hazardous Conditions. Company may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

41. **Confidential and Proprietary Information.** The Client and Company understand and agree that it may be necessary to share confidential or proprietary information or data in the course of providing the equipment and/or services under this Agreement. The Client and Company agree that such confidential or proprietary information or data shall be used only for the purposes of providing the equipment and/or services under this Agreement. The Client and Company agree that they shall not release or disclose confidential or proprietary information data to any third party except those necessary to provide the equipment and/or services under this Agreement. Release of any confidential or proprietary information or data shall not be made by the Client of Company's information or data or by the Company of Client's information or data without the express written permission of the party who owes the confidential or proprietary information or data or without a court order from a court of competent jurisdiction. If either the Client or the Company receives a request for the other party's confidential or proprietary information or data the party receiving the request will immediately notify the party that owns the confidential or proprietary information or data of the request.

BY APPROVING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH ABOVE AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY APPROVING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON APPROVING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION SET FORTH ABOVE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.