



SecuradynePLS (Priority Lifecycle Services)

Platinum Service Agreement:

Benefits of a Platinum Service Agreement include 24x7 call handling and 24x7 service hours³. Receive priority over Customers without a service agreement with our 8-hour response time for non-emergency calls¹ and 4-hour on-site response for critical component calls². Have equipment repaired/replaced inclusive of labor and materials. Avoid downtime with provided loaner equipment during parts repair/replacement.

Notes:

1. On-site response for non-emergency items will be provided within the stated period once receiving notification of a non-emergency condition, as determined by the customer and Securadyne Systems. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility.
2. On-site response for critical components will be provided within the stated period once receiving notification of a critical emergency condition, as determined by the customer and Securadyne Systems. Critical emergencies are failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
3. "Service hours" refers to the hours during which service is provided. Any services calls performed outside of the stated range are billable at standard T&M hourly rates.

Agreement Pricing:

1. Year 1 of this Platinum Service Agreement is \$3,600.00 and will be invoiced in year one of the agreement at the chosen frequency.
2. Year 2 of this Platinum Service Agreement is \$3,600.00 and will be invoiced in year two of the agreement at the chosen frequency.
3. Year 3 of this Platinum Service Agreement is \$3,600.00 and will be invoiced in year three of the agreement at the chosen frequency.
4. Year 4 of this Platinum Service Agreement is \$3,600.00 and will be invoiced in year four of the agreement at the chosen frequency.
5. Year 5 of this Platinum Service Agreement is \$3,600.00 and will be invoiced in year five of the agreement at the chosen frequency.

Acceptance:

Initial here to accept the proposed Securadyne Systems Service Agreement

Customer Acceptance

SecuradynePLS: Total Year 1 PLS Package is valued at: **\$3,600.00**

Authorized Customer Signature

Date

Contract term: 3 year 4 year 5 year Other
Billing frequency: Monthly Quarterly Semi-annually Annually

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), the RFP, Addendums, Clarifications, and BAFO collectively form the "Agreement". The order of precedence is RFP, Addendums 1-9, Clarifications, BAFO, Terms, and Proposal. 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 Indemnitees" 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 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 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 Billing" 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 (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 in accordance of any governing laws. Alternatively, Client may furnish Company with a tax exemption certificate evidencing its exemption from state sales taxes. You also shall promptly reimburse Company for all shipping and handling costs related to the delivery of Equipment under this Agreement. We shall invoice for the Equipment and Services as set forth above. Services exclude routine or preventative maintenance

3. **Licenses and Permits.** Your municipality may require a license or permit for the installation, use or monitoring of the System or the Services. Company will be responsible for complying with such obligations and providing Client with any then current license or permit number, after the installation and signoff of the project.

4. **INDEMNIFICATION.**

A. TO THE EXTENT ALLOWED BY LAW 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 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. SAVE AND EXCEPT FOR THE FOREGOING INDEMNITY FOR DAMAGES ARISING FROM THE NEGLIGENCE ATTRIBUTABLE TO COMPANY'S EMPLOYEES, THE PARTIES AGREE THAT CUSTOMER RETAINS RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES TO THE EXTENT ALLOWED BY LAW, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS THE COMPANY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED DIRECTLY BY THE NEGLIGENCE OF CUSTOMER'S EMPLOYEES. NOTHING IN THIS PROVISION SHALL BE INTERPRETED TO REQUIRE COUNTY TO ASSESS OR COLLECT FUNDS NECESSARY TO SUPPORT ITS INDEMNIFICATION OBLIGATIONS OR THAT A SINKING FUND BE CREATED THEREFOR.

B. Indemnification Procedure. To the extent allowed by law 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.

5. **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 and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

6. **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. Delivery will be by common carrier F.O.B Destination shipping point. Company 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.

7. **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.

8. **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.

9. **Expenses for Enforcement**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

10. **Assignment.** This Agreement is not assignable absent the written consent of the non-assigning party which shall not be unreasonably withheld.

11. **Payment, Finance and Late Charges.** Payment will be made in accordance with V.T.C.A. Government Code, Title 10, Subtitle F, Chapter 2251.

12. **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.

13. **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 owed 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. **TO THE FULLEST EXTENT ALLOWED BY LAW CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS, DEMANDS OR LAWSUITS ARISING FROM CLIENT'S MISUSE, VIOLATION, OR INFRINGEMENT OF ANY COMPANY COPYRIGHT OR TRADEMARK NOTHING IN THIS PROVISION SHALL BE INTERPRETED TO REQUIRE COUNTY TO ASSESS OR COLLECT FUNDS NECESSARY TO SUPPORT ITS INDEMNIFICATION OBLIGATIONS OR THAT A SINKING FUND BE CREATED THEREFOR.**

14. **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. 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. COMPANY SHALL HAVE NO OBLIGATION PURSUANT TO THIS SECTION 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.

B. 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.

C. 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. 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.

D. 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.

15. **Time Limitation on Actions.** All claims, actions or proceedings against Company must be commenced in court within the applicable limitations periods afforded 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.

16. **Integrated and Valid 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. 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.

17. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

18. **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 successors and assigns of any of the foregoing. Client understands that these subcontractors are independent contractors and are not employees of Company.

19. **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.

20. **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. Notwithstanding the foregoing, any breach of this Agreement by Company that remains uncured for a period exceeding ten (10) business days shall constitute grounds for Client to immediately terminate this Agreement upon written notice to Company.

21. 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 TEXAS STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT/COLLIN COUNTY. 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.**

22. Right to Terminate. These terms and conditions shall apply for the entire period of time, to include any agreed upon 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, 14, 21, and 25. Client may terminate this Agreement in the event of a material breach by Company which remains uncured as set forth in section 18 above.

23. 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.

24. 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.

25. **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.

26. **Confidential and Proprietary Information.** Subject to applicable law, including but not limited to the Texas Public Information Act, Chapter 552 of the Texas Government Code, 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 to the extent allowed by law that such confidential or proprietary information or data (including but not limited to pricing 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 owns 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. Notwithstanding the foregoing, Company understands that Client is a unit of local government and therefore is subject to the Texas Public Information Act. Should Client receive a request from a third party for Confidential Information, it shall promptly notify Company of such request in writing, including a copy of such request, and shall thereafter assert any applicable exceptions under said Act to the Texas Attorney General for a ruling on whether the requested information must be released. Client shall not be required to institute litigation to challenge an a ruling from the Texas Attorney General that the requested information must be released, however, Client shall not impair Company's rights to seek protection of Confidential Information in the manner allowed by applicable law. Nothing herein shall be interpreted to abrogate Client's duties under the Public Information Act.




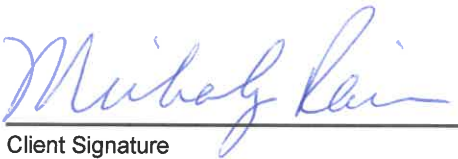
BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH ABOVE AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND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

By: 
Sales Representative Signature

By: Jeff Gravley
Sales Representative Printed Name

Date: 12/14/17

Approved: 
Authorized Representative Signature
Securadyne Systems

By: 
Client Signature

By: Michalyn Rains, Purchasing Agent
Client Printed Name

Date: 12/14/17

per court order #
2017-813-10-09
Authorized Representative Signature
Collin County

Billing Information:

Street Address	2300 Bloomdale Rd. STE 3100
City	McKinney
State	Texas
Zip Code	75071
Contact Name	
Contact Phone	
Contact Email	accounts payable@collincountytx.gov
Invoice Delivery Method (email, portal, mail, other)	email, mail
PO #	