



AGREEMENT OF SALE

This AGREEMENT OF SALE is between Data Flow Systems, Inc. (DFS) of Melbourne, Florida and the City of Kyle, Texas for "BID K 15-16.2" in the amount of **\$182,637.00** and per attached DFS BID QUOTATION 160718-01-HRH3, which by reference is part of the AGREEMENT.

1. Progress Payment Schedule - DFS will submit an invoice to the City of Kyle for each activity per the following payment schedule:
 - 25% Mobilization (Submittal issued)
 - 55% Delivery of Product
 - 15% Start Up
 - 5% Completion of Punch list items & Documentation
2. Pricing includes shipping and/or delivery.
3. Payment on all invoices is due 30 days after date of invoice.
4. The location for settling all legal disputes shall be Hays County, Texas.
5. DFS products carry a one (1) year warranty against defects in material and workmanship. The product warranty will be in effect for a period of one (1) year from the date of system acceptance or fifteen (15) months from the date of product delivery, whichever comes first. When installed with factory required surge protection, all Plug-in Function Modules, Telemetry Control Units, Power Supply Modules and Radio Interface Modules carry an extended two (2) year return-to-factory warranty. Products that carry an extended warranty are covered against damage due to lightning and surge for the entire three-year period. DFS will repair or replace at its option, F.O.B. Melbourne, Florida, any part or parts of its products, which become defective during this warranty period. When returning parts to DFS, a Return Authorization (RA) must be obtained by contacting our Melbourne Factory Repair Center via telephone at 321-259-5009 or by email at rma@dataflowsys.com.
6. To the fullest extent permitted by law, DFS shall indemnify and hold the City and its agents, harmless from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of DFS' Work under this Contract provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of DFS, its employees, subcontractors or agents, or any one directly or indirectly employed by them or anyone for whose acts they may be liable.
7. There will be a cancellation charge of 10% of the original purchase order amount for any order canceled more than 14 days from completion of this Agreement of Sale.
8. This agreement applies to any and all change orders processed during this project.
9. DFS BID QUOTATION 160718-01-HRH3 is attached to this AGREEMENT as Exhibit "A". By that attachment and this reference the aforementioned quote is made a part of this AGREEMENT and a contract document. The parties to this AGREEMENT acknowledge that in the event of a conflict between the terms and conditions enumerated in DFS BID QUOTATION 160718-01-HRH3 and those specified elsewhere, the terms and conditions described in Exhibit "A" shall prevail.

10. DFS shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect DFS from claims that may arise out of, or result from, DFS’s performance under this Contract:

<u>Type of Insurance</u>	<u>Limit of Liability (\$0.00)</u>
Commercial General Liability –	
• Each Occurrence	\$1,000,000
• Rented Premises	\$ 250,000
• Med Exp (Any one person)	\$ 10,000
• Personal & Adv. Injury	\$ 1,000,000
• General Aggregate	\$2,000,000
• Products – Comp/OP AGG	\$2,000,000
Automobile Liability (Any Auto, Hired Autos, Non-Owned Autos) –	
• Combined Single Limit (Ea accident)	\$1,000,000
Excess/Umbrella Liability –	
• Each Occurrence	\$3,000,000
• Aggregate	\$3,000,000
• Retention	\$ 10,000
Workers Compensation and Employers’ Liability –	
• E.L. Each Accident	\$1,000,000
• E.L. Disease – Each Employee	\$1,000,000
• E.L. Disease – Policy Limit	\$1,000,000
Errors & Omission –	
• Aggregate	\$1,000,000
• Occurrence	\$1,000,000
• Deductible	\$ 10,000

Customer understands and agrees with this AGREEMENT OF SALE

CITY OF KYLE, TEXAS

 CUSTOMER

 AUTHORIZED SIGNATURE

 DATE

 PRINT NAME & TITLE

Please sign this document, enter date, and return within ten days. Immediately after execution fax back to 321-259-5009 and mail original signed copy to 605 N. John Rodes Blvd., Melbourne, Florida 32934-9105. We are unable to process your order without this completed document.