



Lease Agreement

Knight Security Systems, LLC, 4509 Freidrich Lane, Suite 110, Austin, TX 78744 Tel: 512-892-8801 / Fax: 512-891-0283

E-Mail: support.austin@KnightSecurity.com Web: http://www.KnightSecurity.com

Date	Knight Representative	Agreement #
July 26, 2017	Jacob Onstad	20393
Premises Company	Billing Address	
City of Kyle - City Hall 100 W Center St Kyle, TX 78640	City of Kyle 100 W Center St Kyle, TX 78640	
Name: Telephone:	Telephone:	

This Commercial Lease Proposal is made July 26, 2017, by and between Knight Security Systems, LLC, a Texas Company hereinafter referred to as "Knight" and City of Kyle - City Hall, hereinafter referred to as "Purchaser".

1. Knight does hereby agree to supply and install the devices hereinafter referred to as the "System", as listed on the attached schedule of devices, in accordance with the provisions, terms and conditions hereinafter set forth. This is a service agreement only. The entire System shall remain the sole and exclusive property of Knight Security Systems.

2. Purchaser hereby agrees to pay Knight the following sums (applicable federal, state and local sales and/or use tax will be additional):

A. A total installation amount of (Total Installation Amount: \$0.00) is due and payable herewith.

B. A service fee of \$268.00 payable Monthly in advance for a period of 5 years from the date System installation is complete or System monitoring has been established, whichever the later. After the initial period, this agreement shall automatically renew itself annually unless either party shall notify the other in writing of its intention to terminate the agreement at least thirty (30) days prior to the anniversary date at which such termination will take effect. In addition to paragraph 5 below, service shall include: Knight Security Systems SecurePlan.

C. A monitoring fee of \$0.00 payable _____ in advance for a period of ____ years from the date System installation is complete. After the initial period, this agreement shall automatically renew itself annually unless either party shall notify the other in writing of its intention to terminate the agreement at least thirty (30) days prior to the anniversary date at which such termination will take effect.

3. Purchaser does hereby acknowledge that Purchaser has read and understands all of the provisions, terms and conditions of this agreement (front and back) and acknowledges that all provisions, terms and conditions are acceptable to Purchaser.

4. Purchaser hereby acknowledges receipt of a complete copy of this agreement.

Knight
Agent: _____
Knight
Officer: _____

Printed
Name: _____ Title _____
Purchaser: _____ Date _____

This agreement shall not be binding upon Knight unless approved by signature above by an officer of Knight. In the event of failure of approval, the sole liability of Knight shall be to refund to Purchaser the amount that has been paid to Knight upon the signing of this agreement.

The provisions, terms and conditions contained on all pages of this agreement are incorporated herein and by reference made a part hereof.

5. Repair Service.

A.What Is Covered. During the term of this agreement, Knight will repair or replace any defective part of the System without any additional charge to Purchaser. Knight may use new or used parts of the same quality at the time of replacement.

B.How To Get Service. Call Knight at the telephone number at the top of this agreement or email us at service@knightsecurity.com and tell us what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge.

C.What Is Not Included. Repair service does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or if someone other than Knight attempts to repair or change the System, or any other reasons, except ordinary wear and tear, a defect in the equipment or Knight's installation. Non-covered repairs will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

6. Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

7.Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior or subsequent to this agreement.

8.Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

9.Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

10.Indemnification. Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

11.Errors/Omissions In Installation. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within thirty (30) days of final billing of installation charges as stipulated in paragraph 2.A of this agreement or within thirty (30) days of the first (1st) monthly fee billing as stipulated in paragraph 2.B of this agreement, whichever the later. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

12.Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date System monitoring became operative or System service began, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser must contact Knight in writing within thirty (30) days from receipt of Knight's notice. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

13.System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

14.False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

15.Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

16.Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

17.Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

18.Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

19.Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, for the full term of the agreement, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of the System without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

20.Title And Removal Of System. Purchaser acknowledges and agrees that this agreement is a service agreement only and that THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF KNIGHT. Purchaser will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but authorized agents of Knight. In the event of loss or damage to the System or any part thereof, Purchaser agrees to pay Knight the reasonable value thereof or cost of repair as the case may be. At the expiration of this agreement or in the event of any default in performance by Purchaser, Knight is authorized to enter upon the premises of Purchaser and to remove all or any portion of the System. Knight may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Purchaser shall in such event return the System to Knight in good condition, reasonable wear and tear expected. Purchaser agrees that installation of the System does not create a fixture to Purchaser's premises. In the event Purchaser is not the owner of the premises, Purchaser hereby warrants that Purchaser has secured the written consent of the owner for the installation and removal of the System. Knight shall not be responsible for any repair or liable for any damage to Purchaser's premises caused by or necessitated by the removal of Knight's System.

21.Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

22.Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

23.Monitoring Service. Monitoring will be provided by Knight or an independent monitoring facility selected by Knight. If Purchaser has subscribed to monitoring service under Section 2.B of this agreement, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above



Security Solution Proposal

Date: July 26, 2017

Proposal #: 20393

Bill To:

City of Kyle
100 W Center St
Kyle, TX 78640

Site:

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Kyle, TX 78640

Phone:

Phone:

Knight Security is pleased to present this proposal for the following Scope of Work

This proposal is provided in conjunction with proposal 21019.

Knight Security Systems (KSS) will provide and install a Leased Server to host the Genetec System software and database until a cloud-hosted solution becomes viable. System installation includes hardware, programming, and configuration unless otherwise stated.

Genetec Security Center

KSS will furnish and install the following:

- One 2U Rack-Mount BCD Video Server with 18TB Enetrprise RAID 5 (12TB Usable) Storage Array, 120GB OS RAID 0 (120GB Usable) Rack Rails, WIN 7 PRO, XEON E5-2620v3, 16GB RAM Configured for High-Definition Video Storage
 - This unit will store all video local to the City Hall building
 - This unit will store the Genetec Enterprise Database
 - This unit will be the Central Point of processing, system management, and communication for the City of Kyle's Genetec System until a Cloud-Hosted Solution becomes viable
 - All systems will report to this central server

Customer Provided Items

- Rack Space in Existing Customer-provided rack
- Network configurations for single NIC connection to customer's network
- UPS (Uninterrupted Power Supply) with True Sine correction & Power Conditioning

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

See Lease Agreement #20393. Lease parameters include hardware lease and SecurePlan equipment coverage.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Initial that you have read and understand the terms above: _____

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CONFIDENTIAL INFORMATION

Knight Security Systems, LLC Tx Licenses: B-03566 ACR-2825 ACR-1750889



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Field Devices

KSS will provide all necessary devices and hardware included on the attached equipment list. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable. KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems.

Upon installation acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturers' recommendation.

Standard Proposal Notes:

- 1) This proposal will follow the guidelines stated in the Lease Agreement document.
- 2) This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
- 3) A standard 1 year warranty applies on all newly installed equipment.
- 4) If customer fails to provide any of the customer provided items listed above in a timely manner, KSS will invoice the full amount of the project once KSS scope is complete.
- 5) Final Location of all equipment to be approved by owner prior to start of installation.
- 6) Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of

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work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.

- 7) The work being performed may cause loud noise and temporary debris or clutter, if the work must be done on an after-hours basis, a change order will be processed to reflect after-hours labor pricing.
- 8) The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
- 9) All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

- 10) All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
- 11) Fire alarm interface, cabling, connection, input/output, testing and certification.
- 12) Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
- 13) Access to device location, penetrations, required access panels for concealed areas.
- 14) If not stated above conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
- 15) Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
- 16) Final terminations and connections to equipment other than provided by Knight Security Systems.
- 17) Any trade installation that Knight Security Systems is not licensed to perform.
- 18) Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
- 19) Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Initial that you have read and understand the terms above: _____

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The following pages include a detailed list of equipment and services. Please contact me with any questions or additional information.

Sincerely,

Jacob Onstad

Knight Security, LLC

Approved _____

Date _____

Initial that you have read and understand the terms above: _____



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Proposed Items

Equipment

<u>Qty</u>	<u>Item Nbr</u>	<u>Item Description</u>
1	BCD208-GEN-R-120-18TB-6	2U Rackmount, Xeon E5-2620v3, 16GB RAM, (3)6TB Enterprise SATA, Windows 7 Pro, 5
1	BCD-GEN-STSB	BCDVideo - SMARTtechnologies Security Bundle - SMARTRESTORATION, SMARTvault
2	BCD-SRV-120SSD-35HD	Operation System HDD - 120GB 3.5" SSD Drive

Equipment Total **\$0.00**

Ref Number: 20393

Project Total **\$0.00**

Approved by: _____

Sales Tax: \$0.00

Approval date: _____

Total with Tax \$0.00

Please review Scope of Work closely. All verbal representations disclaimed.

Terms of Master System Agreement or referenced Contract apply.

System quote valid for 60 Days.

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