



Honeywell Forge for Buildings Order Quote

Order Quote Issue Date: 2/13/24

Customer Name (Bill-To)	D.A.T.E Academy
Bill-To- Address	1492 Kelton Dr, Stone Mountain, GA 30083
Contact Name	Dr. Maury Wills
Phone	(678) 999-9290
Email	dr.m.wills@dateacademy.org

This order quote (the “**Order Form**”) is between Honeywell Building Solutions (“**Honeywell**”, “**we**”, “**us**” or “**our**”) 715 Peachtree St NE, Atlanta, GA 30308 and the Customer named above (“**Customer**”, “**you**” or “**your**”) for the Offering(s) as detailed in this Order Form and the Agreement. “**Parties**” means Honeywell and you and “**Party**” means either, individually. This document contains valuable proprietary and confidential information of Honeywell and must not be disclosed to any third party without our written agreement.

1 The Offerings and Fees

All fees are quoted in USD and are exclusive of any applicable taxes, commissions, import duties or other similar taxes or fees. The offerings comprise the components set out below (the “Offering(s)”).

1.1 Security Software as a Service

1.1.1 SaaS Offering, Use Rights and Pricing

SKU	SaaS Offering name	Site	Use Rights and Usage Metrics	SaaS Term Start Date	SaaS Subscription Term (the “SaaS Term”)	Fee Basis /Quantity	Total Fee	Annual Fee
HFB-PRED-MAIN	Honeywell Forge Performance+ for Buildings Site Performance - Predictive Maintenance	A	600 points	Date customer is first provided access credentials to the SaaS Offering	3 years	600 points	\$11,076	\$3,692.00
HFB-CENTR-CTRL	Honeywell Forge Performance+ for Buildings Site Performance - Centralize Control	A	600 points	Date customer is first provided access credentials to the SaaS Offering	3 years	600 points	\$2,769	\$923.00
Sine Core	Sine Core, Medium Package with WatchDog	A	1500 Check In's per month	Date customer is first provided access credentials to the SaaS Offering	3 years	Medium Package	\$3,780	\$1,260
Sine Workflows	Sine Workflows, Medium Package	A	1500 Check In's per month	Date customer is first provided access credentials to the SaaS Offering	3 years	Medium Package	\$2,484	\$828
I-Pad Maintenance	I-Pad maintenance for Sine	A	Per I-Pad	Date customer is first provided access credentials to the SaaS Offering	3 years	1 I-Pad	\$297	\$99.00
							3 Year SaaS Total: \$20,406	Annual SaaS Total - \$6,802

* Unless you provide prior written notice to us 30 days before the end of an initial “SaaS Term” or any renewal period, the subscription term shall auto-renew for successive

periods of 12 months.

1.1.2 Deployment

The initial deployment, set-up and configuration services for the SaaS (“Implementation”) are as set out below:

SKU	Site	Description	Estimated Deployment Start Date	Fee Basis /Quantity	Total Fee	Annual Fee
N/A	A	40 hours of automation technical labor and 16 hours of Field Service Supervisor labor to deploy Forge	60 days from ordering of Forge subscription. *Deployment of Forge will occur once the upgrade of the onsite EBI is completed from R500 to R700	Labor hours/one time fee	\$11,200	N/A
N/A	A	Visitor Management implementation	30 days from ordering of the Visitor Management subscription	One time fee	\$229.00	N/A
					Total Deployment fee: \$11,429	

Any services beyond the scope of deployment, set-up and configuration services set out above or standard support are chargeable on a per hour basis as Professional Services, including additional training, data and analytics services.

1.2 Hardware

SKU	Site	Hardware Offering Name	Basis	Fee Basis /Quantity	Total Fee	Annual Fee
C-Tri060-UNO2271-1	A	Quad core N6415, 8G RAM, 32G eMMC	Hardware	One time fee	\$1,212.95	N/A
PWR-247-DE	A	60W AC to DC UNO series power adapter	Hardware	One time fee	\$43.20	N/A
1702002600	A	Power Cable US Plug 1.8 M	Hardware	One time fee	\$5.54	N/A
Sine Starter Pack	A	<ul style="list-style-type: none"> • iPad 10.2" • Elite Desk Stand • 6ft charging cable • Brother label printer QL-820NWB • 1x label roll (300 labels to a roll) 	Hardware	One time fee	\$1,018	N/A
					Total Hardware fee: \$2,280	

*Any Hardware as a Service subscription term will start and extend through the SaaS Term.

1.3 Professional Services

SKU	Site	Professional Service Description	Start Date	End Date	Fee Basis /Quantity	Total Fee	Annual Fee
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HFB-OPS-PSERV	A	New Customer/Application Onboarding for Forge DM	Upon signature of quote	1 year from signature of quote	One time fee	\$923	N/A
HFB-CSM-PSERV	A	Honeywell Forge for Buildings Customer Success Manager Professional Services , Base Package	Upon start of deployment of Forge	1 year from start of deployment of Forge	One time fee	\$5,076	N/A
						Total Professional Services: \$5,999	

1.4 Total Fees

Totals	First Year SaaS, Hardware, Deployment and Professional Services	Years 2 and 3 SaaS
Total Fees for all Offerings in this Order Form - \$40,114	\$26,510	\$13,604

1.5 Sites

The customer locations agreed for deployment of the Offering may be on a per site basis (a “Site”). Customer will ensure Site access, availability, and readiness for the Parties to meet all the dates provided in this Order Form.

Site designation	Site name	Shipping address
A	D.A.T.E Academy	1492 Kelton Dr, Stone Mountain, GA 30083

2 Invoicing and Payment

Item	Invoicing Event	Percent of Price Basis
SaaS Subscription	[Provision of SaaS Offering/Customer Access]	[100% yearly fee in advance]
	[Start of subsequent year renewal]	[100% yearly fee in advance]
Hardware	[Signature of this Order Form]	[100% of fees in advance]
Software	[Signature of this Order Form]	[100% of fees in advance]
Services	[Monthly in arrears as incurred/ Signature of this Order Form]	[Time & materials as incurred /100% of fixed fees in advance]
Travel and Living Expenses	[Monthly in arrears as incurred]	[Cost + 10%]

*Payment is due and payable Net 30 days from date of invoice. For Hardware ordered, we will provide Hardware delivery dates following execution of this Order Form. Time & materials fees (including the number of resources and hourly rates), as may be set out in an Appendix B (SOW), are based on the actual amount of time incurred for Professional Services. Time & materials rates charged will be those set out in Appendix B (SOW) or if not listed in Appendix B (SOW) those then in effect at the time that the work is performed. Notwithstanding any other terms of the Agreement, these rates are subject to annual review and in the event of a rate change, 60 days written notice will be provided by us.

Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person’s Honeywell office to the Customer site/office (and return) and will be billed at the then-current labor rate.

3 Customer Reference Program

We enable your participation in our Honeywell customer reference program (the “Program”) where we take the lead to develop and share content regarding our mutual Offering success. You agree to participate in the Program as a reference customer for case studies and a variety of enhanced content and marketing stories, which includes authorizing use of your company name and logo in external collateral (for example in presentations we develop for the investor community, in association with the Offering you purchased, and on our website). Your Honeywell account manager will share Program materials for content options. Program

content utilizing your name and brand shall be mutually agreed in good faith. You acknowledge and understand your participation in the Program is voluntary and that participation will not change your use or price of the Offering.

4 Term

The term of the Agreement commences on the date listed as the effective date in the execution block below, or if no such date is completed, the date this document is executed, or if assented to using an alternative confirmation process the date of such confirmation, by the last of the parties to do so (the “**Effective Date**”) and expires after the end of the SaaS Term of the last SaaS Offering to end under this Agreement.

5 The Agreement

The Order Form is governed by and incorporates following document(s) (including any referenced or linked supplemental terms, agreements or policies) and together they form a single contractual arrangement between you and us for purchase and use of the Offering(s) (together the “**Agreement**”):

#	Terms	Location
1	General Terms and Conditions	https://hwll.co/gtcs
2	SaaS Terms	https://hwll.co/saasterms
3	Hardware Terms	https://hwll.co/hardwareterms
4	Software Terms	https://hwll.co/softwarelicense
5	Professional Service Terms	https://hwll.co/serviceterms
6	Appendixes to this Order Form including product specific terms and/or Statement of Work (“SOW”).	Appendix A1 – Product Specific Terms
7	Sine SaaS Terms	https://www.sine.co/terms/

Your execution or assent to this Agreement (including by using an electronic signature software) signifies your agreement to all terms and conditions comprising the Agreement, including those found in the URLs listed above, and your confirmation that you have had the opportunity to review and print them. Words and phrases capitalized but not defined in this Order Form have the meanings provided in the Agreement.

PLEASE INDICATE YOUR ACCEPTANCE OF THIS ORDER FORM AND THE AGREEMENT BY SIGNING BELOW.	
By your signature, you represent that you are an authorized signatory	
EFFECTIVE DATE: FEBRUARY 15, 2024	
DeKalb Academy of Technology & Environment	Honeywell Building Technologies
Signature	Signature
Print name	Print name
Title	Title
Date	Date



Branch:	6708	Sales Representative:	Rhonda Easter	Today's Date:	9/25/2023
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Customer Information			
Business Name:	DEKALB PREP ACADEMY	Phone:	(404) 337-6899
Address:	1402 AUSTIN DR DECATUR, GA 30032	Billing Address:	1402 AUSTIN DR DECATUR, GA 30032

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Total Products and Installation Charge:	\$26,110.00
Total Estimated Taxes:	\$0.00
Total Charges:	\$26,110.00

Customer hereby agrees to pay ADT, its agents or assigns on a progressive basis as follows:

- The remaining balance of \$26,110.00.

In each case, payments shall be subject to the agreed payment terms described in the Agreement.

Recurring Service Charges: \$475.00 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 60 Months

Pricing under this Agreement is based on an agreement term of Sixty (60) months.

Site Location Information			
Location Name:	DEKALB PREP ACADEMY		
Address:	1402 AUSTIN DR DECATUR, GA 30032		
Site #:	999358960	Phone:	(404)937-2000

System Design Information			
System Design Name:	DeKalb Prep - Gunshot - Threat Detection	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	30/30/30/10: 30% of Contract Value Upon Contract Acceptance 30% of Contract Value at Progress Billing 30% of Contract Value at Substantial Completion 10% of Contract Value at Final Acceptance		

Services

Dekalb Prep - Gunshot - Threat Detection	
Cloud Managed Solutions	Other Cloud Managed Solutions: Description: Amberbox Gunshot Detection 1 YR
	Other Cloud Managed Solutions: Fee: 290
Service Plan	Extended Service Plan: Parts and Labor
Signaling	Other Signaling: Description: Amber Box FirstNet
	Other Signaling: Fee: 60

Equipment List

Qty	Description	Included in Service Plan
9	Detector (software RMR subscription required per detector)	Yes
1	Gateway	Yes
1,000	18/2 STR JKT 5C BX GRY	Yes
1	ADT-1270/F1-1 PACK - 12V-7AH SEALED LEAD ACID	Yes
1	4A PWR SPLY/CHGR LRG CAB &XFMR	Yes

Summary of Charges

Equipment & Installation Total	\$26,110.00
Estimated Taxes	\$0.00
Monthly Fee	\$475.00

Scope Of Work

Gunshot and Threat Detection

ADT to install 1 Gateway

ADT to install 9 gunshot detectors

Package Notification and Event Tracking Services:

- Connection to law enforcement
- Online status monitoring and event tracking software accessible by Internal staff
- Text notification to up to 10 members of Internal staff in the event of an activation

Package Support and Testing:

- Dedicated project manager throughout implementation and service term
- Up to 20 1 hour training sessions
- Twice yearly E911 testing
- On site live-fire exercise

Warranty and Updates:

- Over The Air updates throughout the service term
- Monitoring for activation and faults by AmberBox
- Warranty guarantee for the detectors and gateways throughout the service term

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Extended Service Plan | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates |
| <input type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Monitoring Services | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions |

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT ("Charges"). ADT shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), ADT shall issue invoices quarterly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;
- v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer

shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by ADT or (ii) delivery of the Products to Customer. If Products for an Installation are received by ADT prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. Defective Products will be repaired or replaced at ADT's option.

ii. *Services Warranty.* ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns or leases any equipment Customer provides or allows ADT to use;

ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT,

prior to ADT continuing work at the affected Premises.

5. Risk of Loss. ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. Termination

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and

(ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all Losses assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior

written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Extended Service Plan

1. Extended Service Plan. The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

1.1. Scope. An ESP is a custom service plan that Customer may purchase for ADT to perform maintenance or repair to Customer's equipment, at ADT's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, ADT shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at ADT's cost as set forth in the Agreement, and for the term set forth therein. ADT shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until ADT has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at ADT's then-current time and materials rates.

1.2. Application, Limitations, and Exclusions. An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts or labor costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an ADT employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs and/or replacements that are excluded from the ESP shall be at Customer's expense at ADT's then-current time and materials rates.

1.3. Suspension for Non-Payment. ADT shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

Product-Specific Terms: Monitoring Services

3. Monitoring Services. The terms of this section and its subsections apply only to Recurring Service(s) for which ADT actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

3.1. Central Station Monitoring. For Monitoring Services, ADT will program the System to communicate with ADT's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), ADT will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and ADT's response policies. Customer's use of ADT's Smart Alerts™ service, if any, is subject to the Smart Alerts™ Terms of Use, available at <https://www.adt.com/commercial/terms-of-use-smart-alerts>. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. ADT shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. ADT does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. ADT IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ

RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. ADT may alter or discontinue any of its response policies without notice and in ADT's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from ADT at Customer's expense. Excessive monitoring activity beyond ADT's reasonable control or requests for ADT to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding ADT's handling of Alarm Signals are of no effect unless agreed to in writing by ADT, which ADT may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises.

3.2. Signal Transmission.

3.2.1. *Transmission By Telephone.* If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that ADT does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify ADT of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes ADT to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for ADT to perform the Monitoring Services.

3.2.2. *Transmission by Digital Communicator.* If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, ADT will provide such connection.

3.2.3. *Transmission by Internet Protocol-Based Services.* If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

3.2.4. *Customer Acknowledgment.* Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that ADT shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of ADT's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3.3. *Video Services.* Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the ADT-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than ADT, or ADT's employees or agents.

3.3.1. *For e-Secure Video Service.* The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service ADT will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. ADT is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. *For Video Verification Service.* The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that ADT will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. ADT does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

3.3.3. *For Remote Tours.* An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.4. Radio/Cellular Service.

3.4.1. *For Cellular Backup Service.* If the Agreement includes cellular backup service, ADT will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.4.2. *For Primary Cellular Service.* If the Agreement includes primary cellular service, ADT will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.4.3. *Customer Acknowledgement.* Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond ADT's control, including but not limited to weather events and power failures. Customer acknowledges that ADT recommends a backup means of communication to the Central Station.

3.4.4. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that ADT or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then ADT shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay ADT's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.5. Wireless Devices. Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.6. Direct Connect Services. If Customer requests direct connect services, ADT will install a direct connection between the System and the applicable police or

fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department (s), which are not ADT's agents or under ADT's control. ADT will not monitor Systems connected through direct connect services. Customer agrees that ADT shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

3.7. Vault Protection. If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by ADT, and to notify ADT promptly if such equipment fails to respond to the test.

3.8. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; however, Customer can purchase an Extended Service Plan for ADT to perform these services. Except to the extent included in an Extended Service Plan Customer purchases from ADT, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, ADT has no responsibility for the performance of the System.

3.9. eSuite. ADT may provide Customer with access to eSuite, ADT's online portal for Monitoring Services account management. ADT may modify, temporarily suspend access to, or permanently discontinue eSuite or any of its functionality at any time, in ADT's sole discretion. If Customer is provided access to eSuite, Customer agrees to use eSuite to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests ADT personnel perform Monitoring Services account management activities that are available to be made by Customer in eSuite.

3.10. Underlying Casualty Indemnity. In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of ADT's negligence.

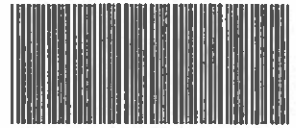
3.11. Limitation and Warranty Exclusion. Insurance reflected on any certificate of insurance does not cover Monitoring Services. IN LIMITATION OF SECTION 3 OF THE GTCS, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

Signatures

IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

Customer Signature

ADT Authorized Manager



* 8 9 1 6 5 0 1 2 8 *

Branch: 6708	Sales Representative: Rhonda Easter	Today's Date: 9/25/2023
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Customer Information			
Business Name:	DEKALB PREP ACADEMY	Phone:	(404) 337-6899
Address:	1402 AUSTIN DR DECATUR, GA 30032	Billing Address:	1402 AUSTIN DR DECATUR, GA 30032
Customer No:	999805948	Sales Agreement No:	891650128

ANY AND ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE MASTER TERMS AND CONDITIONS

This Change Order is intended to be made a part of that certain Schedule of Protection, Proposal and Sales Agreement ("Agreement") between ADT Commercial LLC, ("ADT") and the Customer listed above for service at the location(s) listed below.

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of **\$23,858.00** plus any applicable taxes. In addition, Customer agrees to pay Quarterly in advance the additional sum of **\$790.29**. Customer agrees to pay the total Licenses and Permit Charge of at the time of sale.

The parties agree that the Agreement of which this Change Order is made a part is and shall remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this Change Order.

To the extent that there is any conflict or inconsistency between the master terms and conditions and this change order, the terms and conditions of this change order shall control.

Site Location Information			
Location Name:	DEKALB PREP ACADEMY-FIRE		
Address:	1402 AUSTIN DR DECATUR, GA 30032	Phone:	(404) 937-2000
Site #	999358960	Cell:	
		Job #	281926964

System Design Information			
System Design Name:	CCTV	Job #:	281926964
Equipment Ownership:	Customer Owned		

Equipment List		
Qty	Description	Included in Service Plan
15,000	24/4 C5E CMR WHT 5C BOX	Yes
2	2Mp X 4Ch H265 Panoramic 209 Camera	Yes
11	Wisenet Q network outdoor vandal bullet camera, 2MP at 30fps, 2.8mm fixed focal lens (113 deg), triple codec H.265/H.264/MJPEG with Wisestream II, 120dB WDR, IR LEDs range 65ft, defocus detection	Yes
5	2Mp Ir Indoor Dome 28Mm Lens	Yes
3	26-Port Gigabit PoE Switch, 24-Port PoE + 2 Shared Port (RJ45 or SFP) Uplinks, PoE Budget 370W for 24 Ports	Yes
2	16 Port Poe Gigabit Switch With 2 Shared Port Rj-45 Or Sfp Uplinks-250W Poe	Yes
1	***WAVE Professional License. Enables eight (8) IP stream recording, includes life-time SW upgrade. No	Yes

Summary of Charges

Equipment & Installation Total	\$23,858.00
Monthly Fee	\$263.43

Scope Of Work

CAMERA INSTALL

Change Order Cameras

We will be adding 18 additional cameras

11 outdoor bullet cameras

2 180 degree cameras

5 indoor cameras

We will be installing a total of 65 new cameras

The dimensions of the building are: W – 293ft, L – 340ft, H – 8ft

Replacing existing cameras or adding cameras to the 34 classrooms. (refer to drawing)

ALL NEED NEW WIRE RAN.

Place 1 180 degree camera in the gym

Place 1 camera at exit leading to the gym past rest rooms and IDF closet.

Place 1 camera in hall by IDF closet on by rest room

Place 2 cameras back to back in hall outside room 35

Place 1 camera in hall outside room 38

Place 1 camera at end of hall outside room 46

Place 1 camera in hall outside room 13

Place 1 camera in hall outside room 19

Place 1 camera in media center opposite the existing camera.

Place 1 camera in back corner of media center.

Place 1 camera at end of corridor leading to the media center.

Place 1 camera in hall outside room 1

Place 1 camera in the stairwell

Place 1 camera in hall outside room 5 toward cafe

Place 2 cameras in cafe in opposite corners

Place 1 camera in kitchen to catch exit door.

Place 1 camera in hallway to cover exit leading to where trailers used to be.

Place 1 camera in hall to cover main entrance

Place 1 camera in office.

Place 10 BULLET cameras outside to cover perimeter (refer to print)

Server to be located in MDF closet per customer.

TWO IDF'S, ONE IN A CLOSET CLOSE TO EXIT FOR GYM AND ONE IN THE CAFETERIA BEHIND THE STAGE LOCATED IN SCHOOL AND MARKED ON DRAWING

CUSTOMER IS RESPONSIBLE FOR PROVIDING POE SWITCH PORTS AND INFRASTRUCTURE TO ACCOMMODATE ALL CAMERAS.

30 days retention on this configuration

15FPS

H265 Compression on cameras 149MBPS-Server capable of 470MBPS

H264 Compression on Cameras 199MBPS

Motion+Low Resolution

ADT to network camera system online for remote live view, playback, downloading. This is for PC and for mobile app.

Name each camera with the name of the area it is capturing, i.e. Front Door.

Focus Field of View (FoV) of camera – align with edge of building (if applicable per camera) to get as much Field of View (FoV) possible.

Adjust outside cameras FoV so that it is not capturing Arial views (more terrestrial)

Set up NVRs per customers requested desire for history, set recording device to 30+ days. Set recording to motion detection during off hours and full recording 30 minutes before working hours start.

Teach customer how to view live view, playback, and download video. Teach customer how to create users.

Add video app to customers cell phone (s).

Download PC/Mac Video Management Software to customers computer

CUSTOMER to provide Monitor, HDMI cable and monitor mount unless sold to customer – see agreement. 4K MONITOR IS RECOMMENDED FOR FULL VIDEO CAPABILITIES

CUSTOMER TO PROVIDE LIFT

"CUSTOMER" IS RESPONSIBLE FOR:

CONTINUOUS DEDICATED A/C POWER TO ALL SYSTEM COMPONENTS

- **CUSTOMER TO PROVIDE NETWORK CONNECTION FOR REMOTE VIEWING**
- **FREE ACCESS TO THE FACILITY FOR ADT PERSONNEL FOR THE DURATION OF THE INSTALLATION.**
- **CUSTOMER MUST BE ON SITE WHEN JOB IS COMPLETED FOR TRAINING AND COMPLETION OF PAPERWORK TO PREVENT ADDITIONAL RETURN TRIP.**
- **CUSTOMER MUST HAVE ELECTRICIAN INSTALL AN OUTLET IN THE ATTIC OF REMOTE BUILDING TO PLUG HARDENED SWITCH INTO, THIS MUST BE COMPLETED BEFORE INSTALL CAN BEGIN. ADDITIONAL CHARGES WILL APPLY IF ELECTRICAL WORK IS NOT DONE WHEN INSTALLER ARRIVES ONSITE.**

*****ALL PERTINENT TAXES WILL BE BILLED ON FINAL INVOICING.**

***** MONTHLY SERVICE CHARGES WILL BE BILLED MONTHLY.**

*****WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS M-F, 8-5**



Chamblee Fence Company, Inc.

4760 Peachtree Industrial Blvd., Berkeley Lake, GA 30071-1547
(770) 396-4200 | Fax (770) 393-3415



Customer: Globe Academy - Jen Parker Home # _____ Date: 2-12-24
 Address: 4105 Briarcliff Rd NE Work # _____ Subdivision: _____
 City: Atlanta State: GA Zip: 30345 Cell # 470-449-3302
 Job Address: _____ Email: jen.parker@theglobeacademy.net

FOOTAGE	FENCE TYPE	HEIGHT
<u>643</u>	<u>Montage Steel - Smooth Top</u>	<u>6</u>

Qty.	Size	GATES	Type & Style

WOOD SPECIFICATIONS

1"x 4" Pickets _____
 1"x 6" Boards _____
 Cedar _____
 P.T. Pine _____

Virginian Gothic Fr. Gothic Dogear

4"x 4" Posts _____
 4"x 6" Posts _____
 6"x 6" Posts _____

Virginian Dado Fr. Gothic Flat

2"x 4" Runners _____ Cedar _____
 (2) (3) (4) P.T. Pine _____

Panel Design

TTTTT Straight Neg. Scallop Pos. Scallop Other

Construction Design Top of Fence

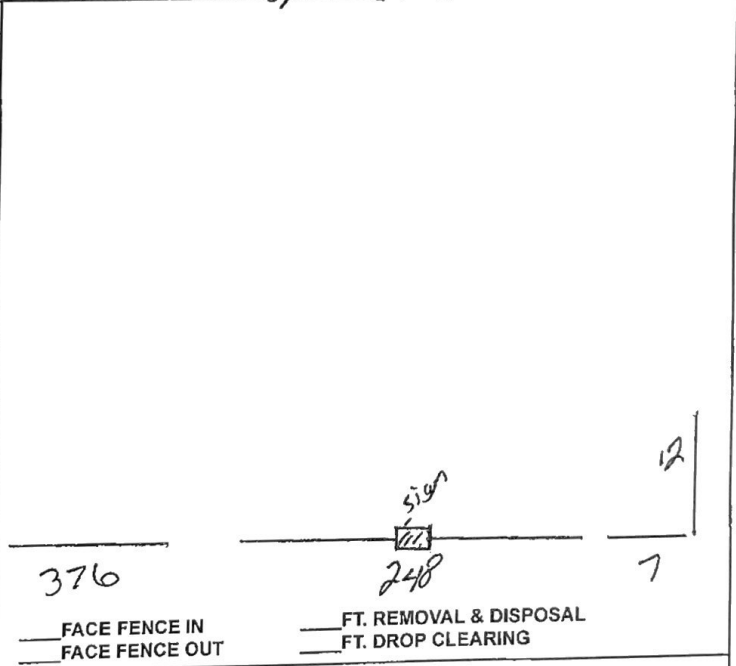
Face _____ Slope with grade (less space) _____
 Exposed _____ Straight (more space at bottom) _____
 Between _____ Step (large spaces at bottom) _____

CHAIN LINK SPECIFICATIONS

Fabric/Gauge _____ Gate Posts _____
 Top Rail _____ Gate Frame _____
 Line Posts _____ Barbed Wire _____
 Terminal Posts _____ Tension Wire _____

ORNAMENTAL SPECIFICATIONS

_____ Aluminum _____ Steel
 Height Smooth Style 5/8" Picket size
 Color 2" Post size
 _____ Rings _____ Post Caps
 _____ Finials () Plastic () Metal () Triad () Quad Flare



- Purchaser agrees that final price will be determined by final installed footage.
 - Purchaser is responsible for locating property lines, and is solely responsible for fence location.
 - Purchaser accepts terms & conditions page.
 - Chamblee Fence is not responsible for damage to underground systems, except marked utilities.
- Wood fence components, when exposed to the elements are subject to immediate warpage, shrinkage, cracking, etc.
 Price valid for _____ days • Credit card purchases subject to a 3.5% surcharge

COMMENTS / SPECIAL INSTRUCTIONS

Provide and install 643' of 6" tall smooth top montage steel.

Approximate Installation _____ weeks from deposit/signed contract

Total Price	\$ <u>27,740.00</u>	Revised Price	\$ _____
Deposit	\$ <u>50%</u>	Deposit	\$ _____
Balance	\$ _____	Balance	\$ _____

TERMS: 1/2 Deposit • Balance Due upon Completion

SUBJECT TO CONDITIONS ON REVERSE

Accepted by Purchaser [Signature] Date _____
 Estimator Greg Simon Date 2-12-24
 Accepted by Chamblee Fence Company, Inc. Date _____



Jen Parker <jparker@theglobeacademy.net>

Your Fence Estimate

YourEstimate@mysalesman.com <YourEstimate@mysalesman.com>

To: jparker@theglobeacademy.net



Sales Request [3bd22939](#)

Thank you Fence King ®

Customer Information

Address

**4105 Briarcliff Road Northeast
Atlanta , GA 30345**

Primary Contact

**Jen Parker
jparker@theglobeacademy.net
470-355-4422**

Budget Summary

Fences

Fence #1	\$12,400 - \$16,700
Type:	Aluminum
Style:	3 Rail Aluminum-Flat Top-Residential
Color:	Black
Height:	6 ft.
Total Length:	270 LFt.
Gate(s):	Single

Fence #2	\$17,000 - \$22,600
Type:	Aluminum
Style:	3 Rail Aluminum-Flat Top-Residential
Color:	Black
Height:	6 ft.
Total Length:	375 LFt.
Gate(s):	



Est. Budget: **\$29,400 - \$39,300**

Our Sales Team



Fence King Support
support@fencethisyard.com
985-966-0604



Zach Lang
support3@fencethisyard.com
985-966-0604



Dylan Blanc
support1@fencethisyard.com
985-966-0604

*Questions? Comments? Concerns?
Please don't hesitate to contact us for any reason*

General Sales Information

support@fencethisyard.com



Jen Parker <jparker@theglobeacademy.net>

Your Fence Estimate

YourEstimate@mysalesman.com <YourEstimate@mysalesman.com>
To: jparker@theglobeacademy.net



Sales Request 6b7616c9

Thank you for your request!

We have received your Quote Request and a member of our sales team will be contacting you shortly. This budget summary only applies to estimated materials and installation costs. Additional fees may apply.

Customer Information

Address

4105 Briarcliff Road Northeast
Atlanta, GA 30345

Primary Contact

Jen Parker
jparker@theglobeacademy.net
470-355-4422

Budget Summary

Fences

Fence #1	\$2,690 - \$3,030
Type:	Ornamental
Style:	3 Rail Alum.-Res
Color:	Black
Height:	6 ft.
Total Length:	61 LFt.
Gate(s):	

Fence #2	\$9,380 - \$10,860
Type:	Ornamental
Style:	3 Rail Alum.-Res
Color:	Black
Height:	6 ft.
Total Length:	262 LFt.
Gate(s):	

Fence #3	\$13,840 - \$16,030
Type:	Ornamental
Style:	3 Rail Alum.-Res
Color:	Black
Height:	6 ft.
Total Length:	371 LFt.
Gate(s):	Single



Est. Budget: **\$25,910 -**
\$29,920

Our Sales Team



Brandon Bossolono
brandon@seegarsfence.com
252-757-1265

Questions? Comments? Concerns?
Please don't hesitate to contact us for any reason

General Sales Information

greenville@seegarsfence.com

Defcon Products, LLC.

327 Rio Terra
 Venice, FL 34285 US
 +1 9782868855
 info@teacherlock.com
 www.teacherlock.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	1312
Jennifer Parker	Jennifer Parker	DATE	12/31/2023
The GLOBE Academy, Inc.	The GLOBE Academy, Inc.		
4105 Briarcliff Road NE	4105 Briarcliff Road NE		
Atlanta, GA 30345 USA	Atlanta, GA 30345 USA		

	QTY	PRICE	AMOUNT
TeacherLock II TeacherLock II Complete including installation kit and 1 bully-proof activator, works on inswing, outswing, left-hand, right hand, wood or metal doors and frames. Note: for single operation unlocking, door must have a lever-style door opener.	80	299.00	23,920.00
Emergency Responder Key Outside Door Key for Emergency Personnel	5	50.00	250.00
Activator, Spare Spare activator key for TeacherLock for admins, assistant teachers, etc.	15	18.00	270.00
T40 Torx Security Screws for Emergency Keyhole	80	0.00	0.00
TL-II Jig TeacherLock II Jig Kit with Pin set to Position 3	2	0.00	0.00T
TL2 Instructions	1	0.00	0.00
Shipping USPS Cubic Priority Mail	8		0.00

When ready to order, kindly let us know from the inside of the door if the lock will be mounted on the left or right hand side.
 5% direct from manufacturer discount.

SUBTOTAL	24,440.00
DISCOUNT 5%	-1,222.00
TAX	0.00
SHIPPING	120.00
TOTAL	\$23,338.00

Accepted By

Accepted Date



Veteran Owned since 2004

Fire Alarm Systems • Security • Cameras • Access Control • 24/7 Monitoring • Voice/Data Cable

PROPOSAL

TO: Jen Parker The Globe Academy 4105 Briarcliff Rd NE Atlanta, GA 30345	Project: Globe Academy School Paging System Upper Campus Address: 4105 Briarcliff Road Northeast Atlanta, GA 30345 Date: 2/8/2024
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Knine will install and test C4000. Then will train the leadership onsite.

1.	Materials	\$3,467.41
2.	Labor	\$19,800.00

Subtotal:	\$23,267.41
<i>*0% Tax:</i>	<i>\$0.00</i>
TOTAL:	\$23,267.41

Terms and Conditions

1. Prices and Payment - The total price for the Equipment and Services shall be stated in the applicable order, Quotes are valid for 15 days from the sent date. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment for cash or leased transactions is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment Only Orders - 20% of the Total Equipment Price with Order, remainder at Equipment delivery, (c) Equipment and Installation Services – 10% of the total with the execution of the order, progress payments throughout the implementation of the order, 10% retainage held until completion of the order. Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Customer shall pay 25% of the estimate total for a mobilization fee Customer shall pay the amounts agreed to and invoiced by Knine All Systems, Inc. within thirty (30) days of receipt of invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order. In the event of a dispute between Customer and Knine All Systems, Inc. as to the correctness of items

appearing on Knine All Systems, Inc.'s invoice, Customer may payment of the disputed items only.

2. Taxes - All charges are exclusive of applicable federal, state or local taxes and fees. Knine All Systems, Inc. may invoice and Customer agrees to pay to Knine All Systems, Inc. amounts equal to any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes on Knine All Systems, Inc.'s net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.

3. Risk of Loss or Damage - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery.

4. Changes in Customer Orders – Changes to an Order may only be made following agreement of Customer and Knine All Systems, Inc. to the change. If Customer and Knine All Systems, Inc. agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an Order or to return Equipment is subject to Knine All Systems, Inc.'s ability to return the Equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.

5. Limited Warranties – Knine All Systems, Inc. warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 6 and is used according to standard operating instructions issued by the manufacturer or Knine All Systems, Inc. Unless otherwise stated in the Order, the warranty period for Equipment installed by Knine All Systems, Inc. is twelve (12) months from Implementation. In addition, (a) the warranty period for Equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the Equipment is being added; (b) if Equipment is purchased without Knine All Systems, Inc. installation ("Drop Ship"). Knine All Systems, Inc. will provide Depot Warranty Service for a period of ninety (90) days from the shipment date unless otherwise stated in the Order; and (c) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER FROM KNINE ALL SYSTEMS, INC. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). The warranty period will not be enlarged by Knine All Systems, Inc.'s repair or replacement thereof.

6. Warranty and Maintenance Service Exclusions - Knine All Systems, Inc. shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, virus, failure of Customer to maintain a proper operating environment, or repair, relocation, damage or alteration of the Equipment by anyone other than Knine All Systems, Inc. or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by Knine All Systems, Inc. shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at Knine All Systems, Inc.'s System's then current rates.

7. Equipment and Materials - Knine All Systems shall not be penalized for delays in manufacturing or shipping of equipment and materials. Knine All Systems will provide best estimate for product

availability. Knine All System can not guarantee delivery times or dates on purchased materials.

8. Cancellations on approved proposals via signed acceptance or receipt of PO's from the customer - If for any reason any part of this estimate is canceled, a fee of 25% of the entire proposal will be invoiced. Mobilization fee is nonrefundable due to customer cancellations.

9. Default by Customer - Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, Knine All Systems, Inc. may exercise all remedies to which Knine All Systems, Inc. may be entitled at law or in equity, including specific performance. Additionally, Knine All Systems, Inc. may declare all sums due or to become due hereunder immediately due and payable, and Knine All Systems, Inc. shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Knine All Systems, Inc. shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Knine All Systems, Inc. may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Knine All Systems, Inc. elects to continue performing under any Order, Knine All Systems, Inc.'s actions shall not constitute a waiver of any default by Customer.

10. Contingencies - Knine All Systems, Inc. shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Knine All Systems, Inc. or of its subcontractors or suppliers. Such contingencies include, without limitation, war, disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

11. Reasonable Access - Accuracy – Customer will designate in writing to Knine All Systems, Inc. a Customer Project Manager responsible for all communications between Knine All Systems, Inc. and Customer in connection with the Services. To ensure the timely and accurate provision of Services, Customer will be required from time to time to provide access to Customer locations, information and staff resources during Knine All Systems, Inc.'s regular business hours. If pre-scheduling is required to be on-site to perform Services, Customer will inform the Knine All Systems, Inc. Project Manager prior to the scheduled performance date. Scheduled Service that is unable to be performed due to Customer's constraints will result in additional charges if a delay or re-dispatch of Knine All Systems, Inc. personnel is required. Should such access to locations, Customer personnel and information not be provided, Customer is responsible for any resulting Service delays or added costs. The accuracy of information regarding the various internal requirements of the Service is solely Customer's responsibility. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by Knine All Systems, Inc. is subject to Knine All Systems, Inc. credit and other approvals. This Agreement is not binding upon Knine All Systems, Inc.'s until executed by an authorized employee, partner, or agent of Customer and Knine All Systems, Inc. The undersigned warrant and represent that they have the authority to bind Customer and Knine All Systems, Inc. to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

Contractor: Brian Wright 2/8/2024
Knine All Systems, Inc. Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
The Globe Academy Date



Veteran Owned since 2004

Fire Alarm Systems • Security • Cameras • Access Control • 24/7 Monitoring • Voice/Data Cable

PROPOSAL

TO: Jen Parker The Globe Academy 4105 Briarcliff Rd NE Atlanta, GA 30345	Project: Globe Academy School Paging System Upper Campus Address: 4105 Briarcliff Road Northeast Atlanta, GA 30345 Date: 2/8/2024
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Knine will install and test C4000. Then will train the leadership onsite.

1.	Materials	\$3,467.41
2.	Labor	\$19,800.00

Subtotal:	\$23,267.41
<i>*0% Tax:</i>	<i>\$0.00</i>
TOTAL:	\$23,267.41

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7. Equipment and Materials - Knine All Systems shall not be penalized for delays in manufacturing or shipping of equipment and materials. Knine All Systems will provide best estimate for product

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10. Contingencies - Knine All Systems, Inc. shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Knine All Systems, Inc. or of its subcontractors or suppliers. Such contingencies include, without limitation, war, disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

11. Reasonable Access - Accuracy – Customer will designate in writing to Knine All Systems, Inc. a Customer Project Manager responsible for all communications between Knine All Systems, Inc. and Customer in connection with the Services. To ensure the timely and accurate provision of Services, Customer will be required from time to time to provide access to Customer locations, information and staff resources during Knine All Systems, Inc.'s regular business hours. If pre-scheduling is required to be on-site to perform Services, Customer will inform the Knine All Systems, Inc. Project Manager prior to the scheduled performance date. Scheduled Service that is unable to be performed due to Customer's constraints will result in additional charges if a delay or re-dispatch of Knine All Systems, Inc. personnel is required. Should such access to locations, Customer personnel and information not be provided, Customer is responsible for any resulting Service delays or added costs. The accuracy of information regarding the various internal requirements of the Service is solely Customer's responsibility. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by Knine All Systems, Inc. is subject to Knine All Systems, Inc. credit and other approvals. This Agreement is not binding upon Knine All Systems, Inc.'s until executed by an authorized employee, partner, or agent of Customer and Knine All Systems, Inc. The undersigned warrant and represent that they have the authority to bind Customer and Knine All Systems, Inc. to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

Contractor: Brian Wright 2/8/2024
Knine All Systems, Inc. Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
The Globe Academy Date

Visiplex, Inc.

1287 Barclay Boulevard, Buffalo Grove, IL 60089
Phone: 847-229-0250 Fax:847-229-0259
Website: www.visiplex.com Email: sales@visiplex.com

Sales Quote: 269543

Bill to: The Globe Academy
4105 Briarcliff Road
Atlanta GA 30345-
Contact: Jen Parker
Phone: 1-470-355-4422 **Fax:**

Date: 06/09/23 **Revised:** 06/09/23
Issued by: Pat Devine
Project: Wireless PA & Emergency Notification System
RMA Number:
Shipping Method: FDX-GROUND

No.	Product P/N	Description	Quantity	Price	Amount
1	VS4820	Desktop Paging Base Station. Includes Handset Microphone.	1	1,695.00	1,695.00
2	VS674	Transmitter Shielded Extension Cable, 100 Feet.	1	100.00	100.00
3	VS101-HP	High Power Transmitter with Magnetic Mount Antenna.	1	1,695.00	1,695.00
4	VS654	Outdoor Antenna Kit.	1	450.00	450.00
5	VS660-050	0.5" RG-8U Coax RF Transmission Line Assembly, 50 Feet.	1	200.00	200.00
6	VNS2610	Wireless PA Speaker.	45	345.00	15,525.00
7	VNS2681	Backup Battery Option (*integrated).	45	35.00	1,575.00
8	VNS2214-7	Wireless PA Horn Speaker Set. Comments: (1) Gym, (1) Cafeteria, (1)Outdoor	3	420.00	1,260.00
9	VNS2252	Backup Battery Option (*integrated).	3	35.00	105.00
10	VS-LIC	FCC License for One Main Site (10 Years).	1	495.00	495.00

» Click on Product P/N marked in Blue to open the respective website link (if Adobe Reader displays a Security Warning dialog box, select Remember My Action for This Site and click on Allow).

To pay online, go to <https://www.visiplex.com/secure-payment-service> (Reference: Quote 269543. Please confirm shipping charges are included, limited to USA and Canada and up to \$10K)

Subtotal (USD): 23,100.00

Freight (USD): 236.00

Total (USD): 23,336.00

Comments

Terms and Conditions:

1. Unless mentioned otherwise, all products include standard one-year warranty. Repairs include 90 days limited warranty.
2. If you do not have approved NET terms, payment terms are prepaid, charged to a credit card (USA and Canada only) or COD (USA only).
3. Prices do not include sales tax (if applicable) and shipping charges (unless mentioned otherwise).
4. Quote is valid for 30 days.
5. Product description may include main features only. Refer to product's datasheet for complete information.
6. The configuration and equipment listed on this quote represent a suggested solution based on available products and technology and based on information (if any) that was provided in regards to the quoted project. The suggested solution may not fully comply with specifications, documentation or materials (if any was provided).

Visiplex, Inc.

1287 Barclay Boulevard, Buffalo Grove, IL 60089
Phone: 847-229-0250 Fax:847-229-0259
Website: www.visiplex.com Email: sales@visiplex.com

Customer Order Form

Bill to: Bill to the address at the top of the quote Bill to the address below (please print)

Customer Name: _____

Address: _____

City: _____ **State / Province:** _____ **Zipcode:** _____

Contact Name: _____

Phone: _____ **Fax:** _____

Ship to: Ship to the address at the top of the quote Ship to the address below (please print)

Customer Name: _____

Address: _____

City: _____ **State / Province:** _____ **Zipcode:** _____

Contact Name: _____

Phone: _____ **Fax:** _____

Payment Method: Charge credit card below Pre-Payment COD

Card Holder Name (please print): _____

Card Number: _____ **Exp.:** _____ **Security Code:** _____

Card Billing Address: _____

City: _____ **State / Province:** _____ **Billing Zipcode:** _____

Card Holder Signature: _____

Terms and Conditions

1. This form is valid as a customer purchase order per Visiplex, Inc. Quote No. 269543 (by Pat Devine).
2. Shipping charges and sales tax (if applicable) will be added to the total amount of this order.
3. Loaner or Demo items not returned within 30 days from shipping date, will be invoiced according to the information in this form.
4. By signing this form, I accept the terms and conditions and request to process this order according to the above information.

Name (please print): _____

Authorized Signature: _____

Powered by Experience.
Driven by Excellence.™

ADT Commercial

Proposal



Proposal prepared for:

INTL. COMMUNITY SCHOOL

Presented by:

Jeffrey Dezenski

612-799-8723 | 1/26/2024

Sales Agreement ID: 891792998

Proposal pricing is valid for 30 days

Powered by Experience. Driven by Excellence.


















What helps make us an industry leader is plain and simple—we strive to deliver an outstanding customer experience at all points of interaction.

Coverage across the US

We have a national footprint with 150 locations, 4,500+ employees, 300,000+ customer locations, and 4 monitoring and operations centers.



Product and service offerings

- | | |
|---|--|
|  Access Control |  Intrusion Alarm Systems |
|  Alarm Monitoring |  Network Deployment & Management |
|  Analytics & Reporting |  Risk Management Consulting Services |
|  ATM & ITM |  Security-Only Networks |
|  eSuite SM Account Management |  Sprinkler Systems <i>(in select markets)</i> |
|  Fire Alarm Systems |  Structured Cabling |
|  Health & Nurse Call |  System Customization, Installation & Support |
|  Hosted & Managed Services |  Video Solutions |
|  Integrated Solutions | |

Integrated system design and implementation offerings

- Managed broadband and MPLS
- Design-build engineering
- Wireless network security
- Tier 2 and Tier 3 support 24/7
- Network security
- Program and project management
- Data storage systems
- Security consulting and design assistance
- Cloud backup and disaster recovery
- Security network design assistance, implementation and management
- Structured cabling

Friday, January 26, 2024

INTL. COMMUNITY SCHOOL

2418 WOOD TRAIL LANE, ATTN: TAMESHA SQUIRE,
DECATUR, GA 30033

Thank you for allowing us the opportunity to provide you with a proposal for your system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeffrey Dezenski

612-799-8723 / jdezenski@adt.com

Equipment and Investment Statement for: CCTV Client Software upgrade

Site Information: INTL. COMMUNITY SCHOOL- BURG, 2418 WOOD TRAIL LN, DECATUR, GA 30033

Theory of Operation:

Upgrade WRT-P-5201 server to latest WAVE VMS client software

Confirm remote viewing and VMS download capabilities

Existing Equipment List:

Quantity	Description
1	Mini-Tower Form Factor Wisenet WAVE NVR, 4 Prof Licenses, 36TB Raw, 470Mbps, 3 HDD, Gen12 Intel Core i5, 16GB RAM, 256GB SSD, Ubuntu Linux 20.04LTS, 2 Display Output, 550W Power Supply, Keyboard/Mouse

Summary of Charges for: CCTV Client Software upgrade	
Installation Price	\$533.33
Total Installation Price*	\$533.33
Total Monthly Recurring Services Charges*	\$0.00
	*Plus applicable tax
Schedule of Values	Bill Upon Completion Total Contract Value at Final Acceptance

Proposal pricing is valid for 30 days

Equipment and Investment Statement for: Additional cameras on system

Site Information: INTL. COMMUNITY SCHOOL- BURG, 2418 WOOD TRAIL LN, DECATUR, GA 30033

Theory of Operation:

Add (8) cameras and licenses to system

Additional POE switch required at NVR rack for new cameras. Tech to insure all cameras are on separate switches from school switches

Camera 1 located by K-2 door facing toward cafeteria and entry

Camera 2 located by 3-5 door facing toward the office

Camera 3 located in 3-5 hallway midway down for best view in each direction

Camera 4 located in K-2 hallway midway down for best view in each direction

Camera 5 located at K-2 exit towards the trailers with view of trailer entry and picnic tables

Camera 6 located at K-2 exit towards open yard with view of yard

Camera 7 located at K-2 exit with view of walkway to Gym

Camera 8 located at Gym with view of parking on side where there is no coverage currently

Lift Required for running cable from the Gym office POE switch to the new camera location on the side of the Gym

Install new dedicated POE switch for cameras in Gym office. Work with IT company to isolate through network to NVR

Confirm all views with customer contact, Rob Prince, and adjust as needed

Equipment List:

Quantity	Description
2	5MP MINI NTWK ID DOME CAM,2.8M
4	5Mp @ 30Fps,Od Bullet Cam
2	2MP x 2CH Multi-directional Camera, 3-6mm(2x) Motorized Varifocal, 75 Deg Tilt Angle, Pan/Tilt/Rotate, WiseNR, WiseStreamII, extremeWDR (150dB)
1000	23/4PR CAT6+ CMR 1M RL WHT
1	***WAVE Professional License. Enables eight (8) IP stream recording, includes life-time SW upgrade. No
1	8-PORT GIG SWITCH POE + 30W
1	16-PORT/ GIGABIT/ POE+/ 246WAT TS
4	IR Bullet Camera Back box

Recurring Services:

Description	Amount
Service Plan	\$80.00
Sub Total Monthly Charge:	\$80.00

Summary of Charges for: Additional cameras on system	
Installation Price	\$12,682.34
Total Installation Price*	\$12,682.34

Total Monthly Recurring Services Charges*		\$80.00
		*Plus applicable tax
Schedule of Values	30/50/20	30% of Contract Value Upon Contract Acceptance 50% of Contract Value at Progress Billing 20% of Contract Value at Final Acceptance
<i>Proposal pricing is valid for 30 days</i>		

Equipment and Investment Statement for: Additional camera on drive behind

Site Information: INTL. COMMUNITY SCHOOL- BURG, 2418 WOOD TRAIL LN, DECATUR, GA 30033

Theory of Operation:

- Install new 8MP camera next to existing camera on end of 3-5 building
- Camera 9 to view drive toward back of gym and focus on license plates
- Existing camera to be redirected toward entry gate of drive
- Confirm views with customer
- No lift required. Ladder can be used

Equipment List:

Quantity	Description
300	23/4PR CAT6+ CMR 1M RL WHT
1	4K AI IR Bullet Camera, 3.2-10.2mm Motorized Varifocal Lens, White, Max 8MP Res, Max 30fps, H.265/H.264/MJPEG, Day & Night (ICR), WDR (120dB), IP66/IK10, Q-Series
1	***WAVE, 1X IP CAMERA LICENSE

Recurring Services:

Description	Amount
Service Plan	\$14.00
Sub Total Monthly Charge:	\$14.00

Summary of Charges for: Additional camera on drive behind	
Installation Price	\$2,163.99
Total Installation Price*	\$2,163.99
Total Monthly Recurring Services Charges*	\$14.00
	*Plus applicable tax
Schedule of Values	Bill Upon Completion Total Contract Value at Final Acceptance
<i>Proposal pricing is valid for 30 days</i>	

Investment Summary

Summary of Charges for: CCTV Client Software upgrade

Installation Price	\$533.33
Total Installation Price*	\$533.33
Total Monthly Recurring Services Charges*	\$0.00
<i>*Plus applicable tax Proposal pricing is valid for 30 days</i>	

Summary of Charges for: Additional cameras on system

Installation Price	\$12,682.34
Total Installation Price*	\$12,682.34
Total Monthly Recurring Services Charges*	\$80.00
<i>*Plus applicable tax Proposal pricing is valid for 30 days</i>	

Summary of Charges for: Additional camera on drive behind

Installation Price	\$2,163.99
Total Installation Price*	\$2,163.99
Total Monthly Recurring Services Charges*	\$14.00
<i>*Plus applicable tax Proposal pricing is valid for 30 days</i>	

Total Proposal Option

Installation Price	\$15,379.66
Total Installation Price*	\$15,379.66
Total Monthly Recurring Services Charges*	\$94.00
<i>*Plus applicable tax Proposal pricing is valid for 30 days</i>	

If ADT and Customer are parties to a mutually signed, written agreement, then the terms of that agreement control. If ADT and Customer are not parties to a signed contract, then the scope of work and prices set forth above are based upon and subject to the ADT Commercial Terms and Conditions ("Terms") available at <https://www.adt.com/commercial/terms-and-conditions>. Any modifications to the Terms may result in pricing changes. Any other terms and conditions are rejected by ADT Commercial LLC unless in a document signed by an authorized representative of ADT Commercial LLC.

A new leader in commercial security, fire and life safety.

ADT Commercial has assembled top system integration talent to provide a holistic approach to the problems that you are facing now and must prepare for in the future. With a wide portfolio of offerings, we will deliver installation and service expertise for a fully customized commercial solution to meet the needs of your organization.

A simple security audit can determine if there are gaps in your current protection and help you manage those risks with a system designed to accommodate your specific needs.

OUR GUIDING PRINCIPLES

Customers are Our True North

Our reputation is based on how we serve our customers.

Our People are the Difference

We strive to be the best technically-trained team in the business.

Dedicated to Commercial

We are 100% focused on our commercial customers.

One Ideal Partner

We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams.

800.799.1204

adtdotcom/commercial



4,500+
Employees



150
Locations

ADT Commercial

Driveways , parking lots and private roads

ESTIMATE

EST0365



Asphalt paving and sealcoat

DATE

Business Number 7702943834 kenny H

07/06/2023

Paving & crack sealant

TOTAL

Patching and sealcoat

USD \$12,400.00

Dirt and hauling

7702943834

dianahallmark186@gmail.com

TO

International School

+14042290136

georgette.bell@icsgeorgia.org

DESCRIPTION	RATE	QTY	AMOUNT
-------------	------	-----	--------

Saw cut and remove handicap ramp area and cut into grass and side walk area	\$9,300.00	1	\$9,300.00
---	------------	---	------------

Remove and haul off all concrete debris

Blow and clean area and patch back using hot asphalt and roll pack approximately 20 ft out from ramp

Saw cut area at front of side drive approximately 3-4 ft wide and all the way across the street approximately 30-35 ft wide

Add two parallel handicaps as discussed obviously

Black out the two existing handicaps

Add arrows on new construction area

Material deposit on start day balance on completion

Please discuss with owner

DESCRIPTION	RATE	QTY	AMOUNT
Saw cut two areas with tree roots Approximately 12x27 rectangle cut And 4x22 in diagonal cut	\$3,100.00	1	\$3,100.00
Both areas near car rider as discussed Remove debris and tree roots Haul off debris Patch back areas as mentioned using hot asphalt and roll to compaction			
If able no heavy traffic for 72 hours			

TOTAL USD \$12,400.00



DATE SIGNED
07/25/2023

Material deposit of 50% upon start day \$6,200
Balance on completion \$6,200

Checks payable to : Hallmark Enterprise of Ga llc

12month limited warranry
On labor does not include materials
Please view our other estimates to verify warrany terms has not changed

By signing this proposal all parties agree to terms and conditions ,
credit card payments will have a fee of 3.75 % added to total





7073 Henry Harris Road / 1877 Scott Futrell Drive
 Lancaster, SC 29720 / Charlotte, NC 28208
 803.233.3461

Quotation

DATE 6/29/2023
Quotation # 6/29/2023
Customer ID Leslie

Quotation For: Sharonda Frazier

Quotation valid until: 7/14/2023

Prepared by: Dan Whigham

404.229.0136

International Community School
 2418 Wood Trail Lane
 Decatur GA 30033

Comments or Special Instructions: *Installation is separate. We recommend Solar Installation Services 803-246-2535*

PROJECT MGR	Earliest Ship Date:	SHIPPING:	SHIP VIA	F.O.B. POINT	TERMS
	Poles 12 weeks , lights in stock	SAIA			check

QUANTITY	ITEM #	DESCRIPTION	UNIT PRICE	AMOUNT
5	STEALTH 120-21	19200 LUMENALL-IN-ONE SOLAR LIGHTING SOLUTION. ADJUSTABLE LIGHT BARS TO 50 DEGREES. EXTRUDED ALUMINUM HOUSING, POWDER-COATED TO RESIST SALTWATER ENVIRONMENTS. UP TO 50 FOOT DUAL 2 MOTION SENSORS BUILT IN BOTH SIDES OF LIGHT BAR	\$1,300.00	\$ 6,500.00
5	SSS20B5-4	20 Foot Square Straight Steel, 5x5, 11 gauge, Anchor Base pole, T204 tenon, P571 Black , mounting bolts	\$1,210.00	\$ 6,050.00
1	FREIGHT		\$600.00	\$ 600.00
			SUBTOTAL	\$ 13,150.00

THANK YOU FOR YOUR BUSINESS!

TAX RATE	
SALES TAX	-
OTHER	\$ -
TOTAL	\$ 13,150.00

If you have any questions concerning this quotation, Dan Whigham at 704.506.2154 or dan@solarlightingintl.com



Business Services

5310 Cascade Hills Circle
Atlanta Ga 30331

For:
**Leadership
Preparatory Academy
6400 Woodrow Rd.
Stonecrest GA 30038**

August 14, 2023

Services Proposal

- **Scope:** This SoW aims to improve Leadership Preparatory Academy's security and communication effectiveness through the addition and upgrade of surveillance and communication equipment.
- **Objectives:** Improve internal pathways and exterior surveillance capability and increase the bandwidth and communication of the school's networked equipment.
- **Deliverables:** This project proposal is organized in phases designed to implement / upgrade existing security and network communication equipment prioritizing needs.

Phase 1



Security surveillance, WiFi and network infrastructure communications in identified zone 1.

- Exterior and Stem Lab Surveillance
- Classroom WiFi bandwidth

Phase 2

Security surveillance, WiFi and network infrastructure communications in identified zone 2.

- Hallway / access Surveillance
- Network routing and infrastructure

Phase 1  camera  WiFi Access Point

Quantity	Description		Total
16	UNV16 5MP Fixed Lens IP Turret Camera w/ audio w/colorhunter and AI		\$11,900
1	Uniview Technology NVR516-64-10TB 64 channel H-265 10 TB storage		\$6,999
10	Ubiquiti UniFi U6 Enterprise WiFi 6E Tri-Band Access Point		\$4,395
2	Dell SE2722 Monitor - 27-inch FHD (1920x1080)		\$350
	Systems support and installation total		23,644

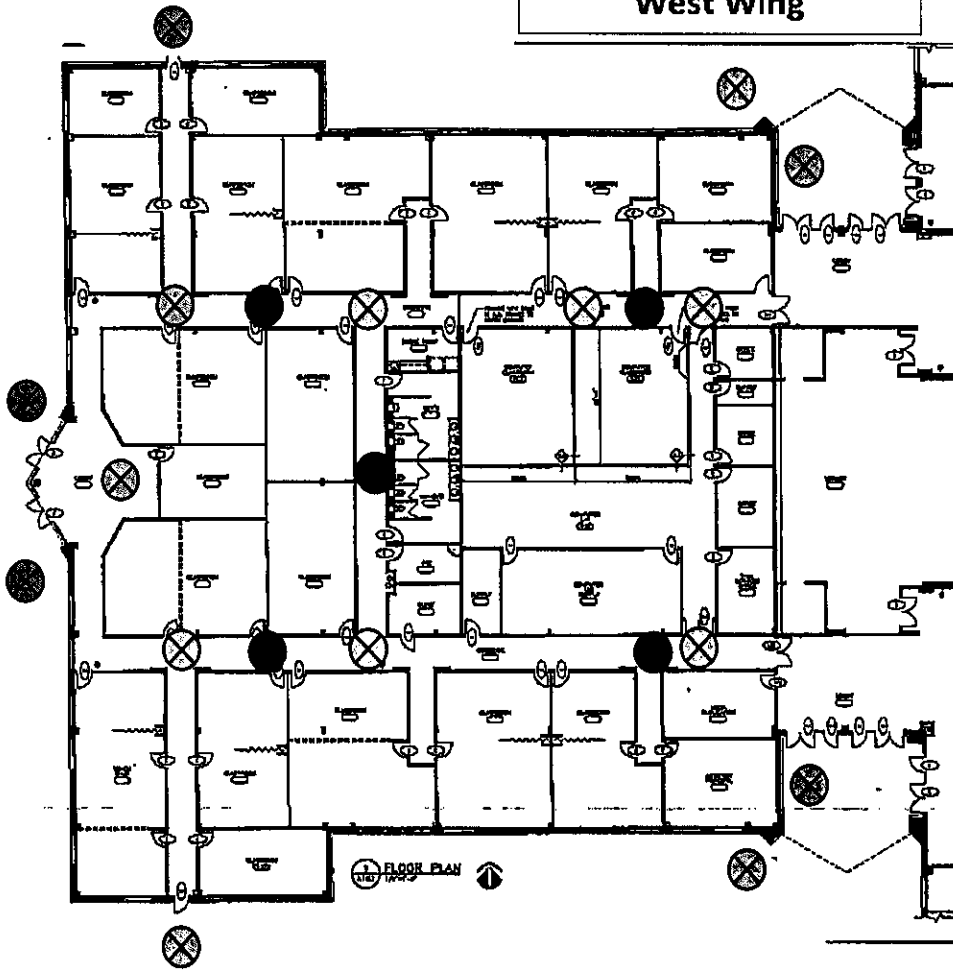
Phase 2  camera

Quantity	Description		Total
16	UNV16 5MP Fixed Lens IP Turret Camera w/ audio w/colorhunter and AI		\$11,900
1	Ubiquiti Unifi Switch USW-24-POE managed switch rack mountable		\$1500
1	Ubiquiti UniFi Cloud Key Gen2 1TB 2.5 HD included for remote administration		\$250
	Systems support and installation total		\$13,650

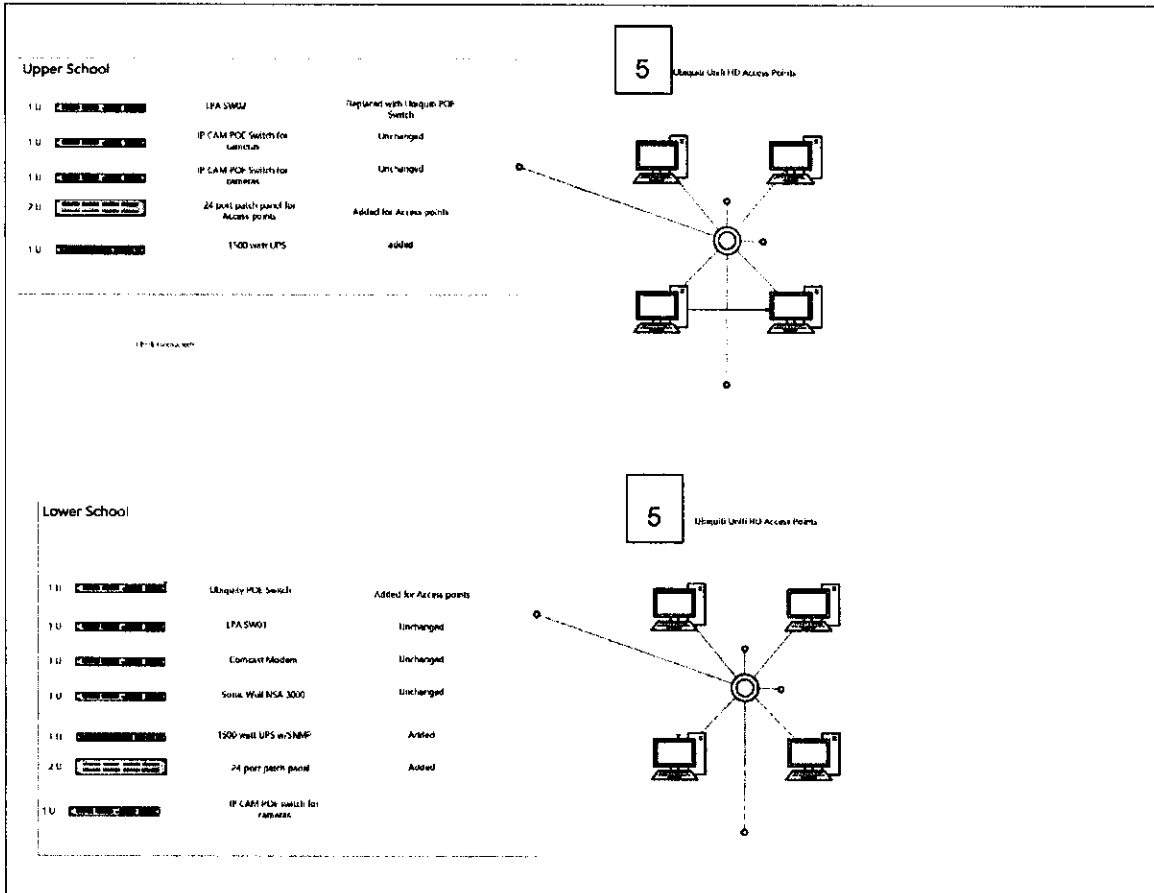


Leadership • Responsibility • Character

**Leadership
Preparatory Academy
Lower School
West Wing**



Services Proposal



- A detailed timeline will be published upon signature to this work.

Onyx Business Services

Charles A. Waller

Owner

404-462-1287 office

404-966-5056 cell

cwaller@obs-atl.com

**Flock Safety + GA - The Museum
School**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Katie Koma
katie.koma@flocksafety.com
4045122220

Created Date: 01/02/2024
Expiration Date: 01/27/2024
Quote Number: Q-58782
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 923 Forrest Boulevard Decatur, Georgia 30030

Ship To: 923 Forrest Boulevard Decatur, Georgia 30030

Billing Company Name: GA - The Museum School

Subscription Term: 24 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$9,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00

Subtotal Year 1:	\$10,950.00
Annual Recurring Subtotal:	\$9,000.00
Estimated Tax:	\$0.00
Contract Total:	\$19,950.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$10,950.00
Annual Recurring after Year 1	\$9,000.00
Contract Total	\$19,950.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



Quote #: Q-88635-1
 Date: 1/25/2024 3:34 PM
 Expires On: 2/29/2024
 Federal Tax ID #: 45-4914152

To:
 The Museum School
 923 Forrest Blvd.
 Decatur, GA 30030
 United States

From:
 Chase Tamez
 ctamez@raptortech.com

Subscription Term: 12 Months Billing Frequency: Annual

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	RECURRING COSTS	TOTAL
Raptor Visitor Management	Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 660.00	1	USD 660.00	USD 660.00
Implementation Fee	One-time fee for implementation (per location).	USD 350.00	1	USD 0.00	USD 350.00
Remote Training	Remote web and phone-based training.	USD 135.00	1	USD 0.00	USD 135.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	USD 670.00	1	USD 0.00	USD 670.00
Raptor Printer (Dymo 550 Turbo Label Printer)	Printer for either visitor badges or student tardy passes -- 2 year limited warranty	USD 230.00	1	USD 0.00	USD 230.00
Raptor Visitor Badges (White) Box (Dymo 550)	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	USD 85.00	1	USD 0.00	USD 85.00
Shipping and Handling Fee	Required on all new orders.	USD 42.00	1	USD 0.00	USD 42.00
				SUBTOTAL:	USD 2,172.00
				TOTAL:	USD 2,172.00

RECURRING COSTS IN THIS QUOTE: USD 660.00

Quote Notes:

You may sign electronically; or you may print, sign and scan all pages of the document and email to ctamez@raptortech.com or fax to 713-880-2577.

Upon signature, you will be re-directed and have the option to pay online with Stripe Secure Payments or use the link below to pay within the forthcoming fully executed agreement.

https://paylink.blackthorn.io/pVfDEG74qivJspZ7cBA9v6lpZCpRy3JzhxtCRp7JIFm-GWeP4mmd5a73rWk88n-ULE5ldl8V_3ThNXkfgVnG4w

Issuing a purchase order for payment? Please email to ctamez@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

Classic Entry Systems, Inc.
 4554 Lewis Road
 Stone Mountain, GA 30083 US
 +1 6783301111
 stella@classicentrystems.com
 www.classicentrystems.com



Estimate

ADDRESS

David French
 Path Academy
 3007 Hermance Dr NE
 Atlanta, GA 30319

SHIP TO

Path Academy
 3007 Hermance Dr NE
 Atlanta, GA 30319

ESTIMATE # 1890

DATE 01/10/2024

ACTIVITY	QTY	RATE	AMOUNT
Gate Renovations	1	19,488.00	19,488.00
1. Install two Liftmaster Mega-Tower barrier operators with built-in backup batteries and surge protection. 2. Install two concrete mounting pads, one for each operator. 3. Install two LED lighted barrier arm kits. These arms are lighted red when the arm is in the down position and green when the arm is in the up position. 4. One PDK two-door controller for integration into the building access control system. 5. One lot conduit, wiring and integration into the building electrical system. 6. Labor.			

SUBTOTAL	19,488.00
TAX	0.00
TOTAL	\$19,488.00

Accepted By

Accepted Date

3% fee for Credit Cards

ICU Security, Inc.
 735 Tanglewood Trail
 Atlanta, GA 30327
 (404) 250-0851 (voice) • (404) 250-0961 (facsimile)

Pricing Proposal for Path Academy Charter School
 August 2, 2023

Re: Estimate to furnish and install for Path Academy 10 new cameras

Location	Equipment	Number of Units	Path Academy Pricing
	exacqVision IP Port expansion	10	\$ 1,667.50
	CAMERAS		
	Mega Pixel		
	Illustra Flex 3MP Gen3 Indoor Dome	5	\$ 2,755.00
	Illustra Flex 8MP 4K Gen3 Outdoor Dome 4.17-9.48mm Lens	5	\$ 4,313.75
	Cable Conduit Connectors		
	CATV	5	\$ 906.25
	Materials	1.43	\$ 207.35
	Labor	56	\$ 10,150.00
	Totals		\$ 19,999.85

- Also, included is a one year warranty on cameras, labor warranty for 90 days, the fine tuning and adjustment of all equipment listed for 60 days with a maximum of 3 trips and 3 hours of training.
- It is highly recommend and strongly suggested that each NVR and POE switches have uninterrupted power supply (UPS). The APC 350 or above is recommended.

Each of the above includes all cameras and labor, but not taxes which will be at 8% or the appropriate sales tax rate unless there is tax free status. Payment to be made as follows: 50% upon signing and the balance due upon completion of the installation. ICU Security, Inc. may withdraw this proposal, if not accepted within 30 days from the date noted on the top of this proposal. If this proposal is acceptable, please sign and date the original and return it to us.

Path Academy Signature _____ Date _____

Please print name _____

Authorized Signature _____ Date _____ ICU Security, Inc.

November 6, 2023

Re: ICU – Path Academy Registration

To Whom It May Concern,

We hereby certify that the following company

ICU Security, Inc.
735 Tanglewood Trail
Atlanta, GA 30327

Is an official Preferred Partner of Turing Video, is authorized to resell solution software, hardware and services, and is entitled to receive commercial and technical support from Turing Video, as well as have access to necessary technical documentation.

ICU Security holds the exclusive project registration for Path Academy, located at 3007 Hermance Drive NE, Atlanta, GA.

This project has been reviewed by Turing Video representatives, in conjunction with ICU Security, to offer an adequate proposal of equipment and software to meet Path Academy's needs.

This authorization of project exclusivity is valid until further written notice from Turing.

Sincerely,



Scott Stone
Sr Director of Sales
Turing Video



Enhancing Lifestyles
Through Technology!

Entertainment Technology, Inc

155 Atlanta Highway
Gwinnett County
Loganville, Georgia 30052
United States

(770) 554-9611

contact@etihometheaters.com

www.entertainmenttechnologyinc.com

LTS Quote Ph1

Quote

Job #1298

Issued on

May 15, 2023

Client

Tapestry Public Charter School
ppatel@tapestrycharter.org
(470) 268-6403

Site Address

3130 Raymond Drive
DeKalb County
Doraville, Georgia 30340
United States

Prepared By

Andrew Terrell
andy@etihometheaters.com

Overview

For the first phase, Entertainment Technology (ETI) will replace your existing DVR system with two 64-channel hybrid DVR/NVRs that will allow us to connect your existing cameras. This will allow us to bring the camera to one VMS. ETI will then check all cameras for functionality. ETI will clean, aim, and focus them. If cameras need to be moved, ETI will move them within the current cable length. The repair or replacement of any cameras is excluded from this proposal and will be quoted separately.

TVI Take Over

ITEM	QTY	UNIT PRICE	TOTAL
ETIClient CL-CAM-Gen CLIENT SUPPLIED	25	\$0.00	\$0.00
LTS LTD8432M-ST, Platinum	1	\$1,339.74	\$1,339.74
Western Digital WD121PURP	4	\$297.80	\$1,191.20
Total	30	\$1,637.54	\$2,530.94

Analog Take Over

ITEM	QTY	UNIT PRICE	TOTAL
ETIClient CL-CAM-Gen CLIENT SUPPLIED	27	\$0.00	\$0.00
LTS LTD8432M-ST, Platinum	1	\$1,339.74	\$1,339.74
Western Digital WD121PURP	4	\$297.80	\$1,191.20
Total	32	\$1,637.54	\$2,530.94

Summary

Product	\$5,061.88
Labor	\$9,706.66
Adjustment	\$590.74
Subtotal	\$15,359.28
Tax	\$0.00
Total Price	\$15,359.28

Payment Terms

DESCRIPTION	BILLING DATE	DUE DATE	AMOUNT
<input type="radio"/> Deposit (50%)			\$7,679.64
<input type="radio"/> Upon Completion (50%)			\$7,679.64

Signature

Date



Summit Fence

5522 Glade Road
Acworth, GA 30102

www.summitfencega.com

Phone: 770-334-6964
Fax: 678-262-3668

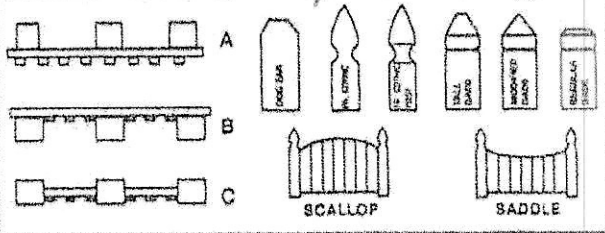
FENCING PROPOSAL

Name <i>Tapestry Charter / Robin Aldrich</i>		Street <i>3130 Raymond Dr.</i>	
City <i>Doraville</i>	State <i>Ga</i>	ZIP <i>30340</i>	Date <i>10/23/22</i>
Subdivision		FAX	Phone (H W C) <i>678-699-0112</i>
			Phone (H W C)
			Email <i>raldrich@tapestrycharter.org</i>

TOTAL FOOTAGE	List each Type of Fence	Height
<i>700'</i>	<i>11 1/2 ga CL</i>	<i>8'</i>
<i>700'</i>	<i>9 ga CL</i>	<i>8'</i>

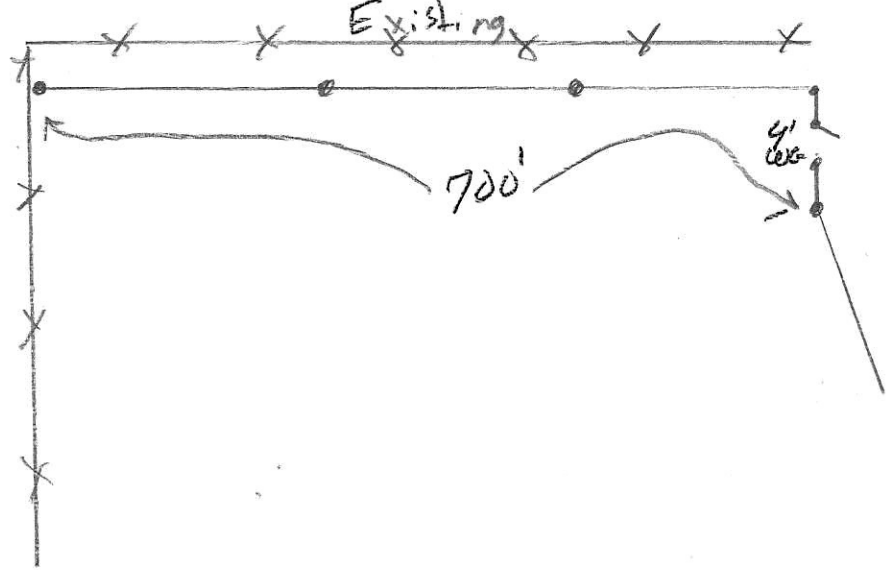
TENTATIVE INSTALLATION
 APPROXIMATELY _____ weeks
 From date signed contract is received by Summit Fence

Installation date is a projection which is subject to change without notice due to inclement weather, manpower and constraints, etc.



GATES		TYPE GATE
QTY.	SIZE	
<i>1</i>	<i>4'</i>	<i>walk gate 11 1/2 ga</i>
<i>1</i>	<i>4'</i>	<i>walk gate 9 ga</i>

WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS ARE SUBJECT TO WARPAGE, SHRINKAGE, CRACKING, ETC. NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.



Terrain

Obstructions

Removal By

COMMENTS

All Dimensions And Specifications Are Approximate Price Valid for 30 Days
 2% Service Fee for Credit Card Payment

Summit Fence is not responsible for any damage to any underground pipes, wires, or systems that are unmarked by utilities or homeowner. <input checked="" type="checkbox"/>	Price <i>A</i> \$ <i>20,910.00</i> <i>B</i> \$ <i>25,516.00</i>
	Tax \$ <i>included</i> \$ <i>included</i>
	Total \$ <i>20,910.00</i> \$ <i>25,516.00</i>
	Deposit \$ <i>10,455.00</i> \$ <i>12,758.00</i>
Purchaser Agrees That Final Price Will Be Determined By Final Installed Footage. <input checked="" type="checkbox"/>	Balance \$ <i>10,455.00</i> \$ <i>12,758.00</i>
Purchaser is responsible for locating property lines. Purchaser takes sole responsibility for fence location. <input checked="" type="checkbox"/>	TERMS: Net <i>Due on Completion</i> Days
	Estimator <i>Jim Johnson</i> Date <i>10/23/22</i>
	Accepted by Purchaser Date



CLIFF'S FIRE EXTINGUISHER CO., INC.

311 Bell Park Drive, Woodstock, GA 30188
Phone: 770-591-5271 Fax: 770-591-4033



To:	Tapestry Public Charter School	Proposal Date:	1/23/24
Address:	3130 Raymond Drive, Atlanta, GA 30340	Proposal No:	CFE-14008
ATTN:		Site Address:	Tapestry Public Charter School, 3130 Raymond Drive, Atlanta, GA 30340

We propose to provide the following scope of work as described below at the above location for the sum of **\$16,600.00**.

SCOPE OF WORK

Replace 160 feet of leaking pipe.
The owner will provide a unrestricted lift for our use.

20% Payment due prior to drawings and permits
30 % Payment due prior to materials purchase
25% Payment due upon completion of 50% of labor
25% Payment due prior to successful sprinkler inspection.

TERMS: 20% prior to drawings/permits
30% prior to materials purchase
25% upon completion of 50% labor
15% prior to calling FM for sprinkler inspection
10% upon successful sprinkler inspection

We reserve the right to send partial billings for projects based on work completed. Payment due according to agreed upon terms.
Customer is responsible for providing access to all areas. **All Return Trips** related to lack of access will be subject to a **minimum service fee of \$300.00**, depending upon distance and services provided.

EXCLUDED FROM OUR WORK IS: Backflow preventer, painting, prepping pipe for painting, patching, alarms, wiring of alarms, cutting and patching floors, drives and walls, freeze protection. All doors, wall and equipment that must be removed and/or reinstalled. This work must be completed by someone else. No seismic protection required, **assumes adequate water**.

This price subject to revision if not accepted within thirty (30) days (2/22/24). We thank you for the privilege of submitting this proposal.

Respectfully,
Cliff's Fire Extinguisher Co.

By: Louie Lincoln
Sprinkler Manager

Purchaser's written execution of this proposal shall constitute acceptance thereof and shall be deemed to form a written contract between the parties that specifically includes all terms and conditions set forth in this agreement, including items 1 - 16 in the terms and conditions listed below.

COMPANY	_____
ACCEPTED BY (PRINT)	_____
TITLE	_____
SIGNATURE	_____
DATE	_____

PROPOSAL TERMS AND CONDITIONS

1. Systems Installation - Purchaser shall furnish all necessary facilities for performance of the work by CLIFFS FIRE EXTINGUISHER CO, including site access, adequate space for storage and handling of material, light, water, heater, local telephone, watchman, crane, elevator service (if available), and all necessary permits. Except where dry pipe or anti-freeze type system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of system. Purchaser shall furnish all necessary plans, specifications, drawings, contract documents, project schedules, or any revisions thereto to CLIFFS FIRE EXTINGUISHER CO.
2. System Alignment - Purchaser agrees that the sprinkler heads with piping concealed above ceiling tile, are to be located and aligned symmetrically within normal fabrication and installation tolerances to be established by CLIFFS FIRE EXTINGUISHER CO. Unless otherwise agreed in writing, Purchaser agrees sprinkler heads are not required to be centered in suspended ceiling tile (center of tile), and that precise location of sprinkler heads shall be determined by CLIFFS FIRE EXTINGUISHER CO.
3. Excavation - When CLIFFS FIRE EXTINGUISHER CO does excavations, if water, quicksand, rock or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for, as an extra to the contract price, the additional expense involved. All underground installations are based on four feet maximum bury and any greater depth will be an extra to the contract price.
4. Damage - While employees of CLIFFS FIRE EXTINGUISHER CO will exercise reasonable care in the performance hereunder, CLIFFS FIRE EXTINGUISHER CO shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, wiring fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed or any excavation required hereunder, shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks).
5. Changes in Scope of Work - All installation will be made in accordance with a survey by CLIFFS FIRE EXTINGUISHER CO of the premises based on the present or proposed type of occupancy. If any changes in said system are required by any change in type of occupancy, or by obstructions not in position when said survey was made, or not indicated on plans furnished to CLIFFS FIRE EXTINGUISHER CO or by reasons of any alterations of, or additions to extensions to said premises, Purchaser agrees to pay to CLIFFS FIRE EXTINGUISHER CO any additional cost in performing this contract.
6. Delay - If CLIFFS FIRE EXTINGUISHER CO is delayed at any time in performing its work by an act or neglect of the Purchaser, an architect, engineer, building official / inspector or third party or by labor disputes, fire, unusual delay in deliveries, weather, other Acts of God, unavoidable casualties or other causes beyond CLIFFS FIRE EXTINGUISHER COs control, then the time for CLIFFS FIRE EXTINGUISHER CO to perform its work shall be extended a reasonable period of time. Under no circumstances shall CLIFFS FIRE EXTINGUISHER CO be liable for direct or indirect damages for any delay in performing its work.
7. Working Hours - All installation work will be performed during normal working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse CLIFFS FIRE EXTINGUISHER CO for the overtime premium for same with the next billing of CLIFFS FIRE EXTINGUISHER CO to Purchaser. CLIFFS FIRE EXTINGUISHER COs normal hours are 7:30 a.m. to 5:30 p.m., Monday thru Thursday.
8. Warranty - CLIFFS FIRE EXTINGUISHER CO agrees that for a period of one (1) year after completion of the installation of CLIFFS FIRE EXTINGUISHER COs work or substantial completion of the project, whichever shall first occur, it will make, at its expense, all repairs to its own work made necessary by defective materials or workmanship. This obligation shall not apply to any installation work that has been altered or utilized in a manner not approved by CLIFFS FIRE EXTINGUISHER CO or subjected to accidents, negligence, abuse, misuse, unauthorized use, improper maintenance or damage through no fault of CLIFFS FIRE EXTINGUISHER CO.
9. Liability - All loss or damage for any cause (not the fault of CLIFFS FIRE EXTINGUISHER CO) to the materials, tools, equipment, work or workmen of CLIFFS FIRE EXTINGUISHER CO or its agent or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser. The Purchaser shall provide and maintain insurance to protect the project and CLIFFS FIRE EXTINGUISHER COs work from any kind of peril of physical loss and shall cause CLIFFS FIRE EXTINGUISHER CO to be named as an additional insured under this insurance policy.
10. Bonds - CLIFFS FIRE EXTINGUISHER CO shall furnish to Purchaser, within ten (10) days of written demand, copies of all required bonds which provide coverage for materials delivered or furnished and labor performed at the project site (these bonds to be paid for by Purchaser), however, the bonds will not be transmitted to the Purchaser until an executed contract is received by CLIFFS FIRE EXTINGUISHER CO.
11. Assignment by Purchaser - This proposal may not be assigned by Purchaser without written consent of CLIFFS FIRE EXTINGUISHER CO.
12. Terms of Payment - Invoices will be rendered representing the value of materials delivered to the site and work performed. All such invoices are payable in full within thirty (30) days. 2% interest per month will be added to past due invoices. If payment is not received in full by the 51st day, the unpaid amount will be subject to an additional 20% collection fee.
13. Revocation of Bid - This bid is revocable at any time prior to signed acceptance by the Purchaser.
14. Default - In case of default by Purchaser, CLIFFS FIRE EXTINGUISHER CO may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said installation shall have been completed), or may enter said premises and shut off the water from said system or remove all or any portion of the same. All such remedies of CLIFFS FIRE EXTINGUISHER CO are cumulative. Default by Purchaser shall consist of; failure to pay any monthly invoice when due, no demand being necessary or any act of omission on the part of the Purchaser whereby CLIFFS FIRE EXTINGUISHER CO is prevented from completion of said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten

(10) days after its occurrence. Should the contract price or any portion thereof, not be paid as set forth above, then Purchaser agrees to pay all costs, including reasonable attorney's fees, incurred by CLIFFS FIRE EXTINGUISHER CO as a result thereof and is not conditioned upon suit actually being filed.

15. Legal Action - Purchaser and CLIFFS FIRE EXTINGUISHER CO agree that venue and jurisdiction for any suit or other legal action under this purchase order shall lie in CherokeeCounty, Georgia and further agree that any suit or other legal action under this proposal shall be filed in a state court located in CherokeeCounty, Georgia.

16. Conflicts - It is expressly agreed there are no promises, agreements or understandings not set forth in this proposal and the proposal supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a variance or conflict between any contract, agreement, plan, specification, drawing or other contract document and this proposal, then the terms of this proposal shall govern and take precedent over such conflicting term.