

Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

- 1. Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Motorola's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.
- 2. Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.
- 3. Consideration and Compensation.** Payment shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Customer receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 4. Tax Exemption.** Customer is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended. The Customer agrees to provide exemption certificates to Vigilant upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against Vigilant for the supplies or products provided or any Services rendered.
- 5. No Waiver of Sovereign Immunity.** Nothing in this Acknowledgement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer. The Parties agree that under the Constitution and the laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless Vigilant for any reason are hereby deleted, however, Customer acknowledges that Vigilant is not responsible or liable for any claims associated with the negligence, intentional misconduct, acts, omissions, violation of laws, and use or misuse of data used by the Customer.
- 6. Venue and Applicable Law.** Venue of this Acknowledgement shall be Williamson County, Texas and the laws of the State of Texas shall govern all terms and conditions.

7. Public Information. Vigilant understands that Customer will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Acknowledgment may be subject to public disclosure pursuant to the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Vigilant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Acknowledgment are not proprietary or confidential information.

8. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Vigilant Solutions, LLC

Customer: _____

By: Sean Heieck

By: _____

Name: Sean Heieck

Name: _____

Title: Area Sales Manager

Title: _____

Date: 07/27/23

Date: _____