

Master Service Agreement

No. Q-00757700

This Master Agreement is made and entered into this 12th day of March 2019 between STANLEY Convergent Security Solutions, Inc. with its principal place of business located in 8350 Sunlight Drive, Fishers, IN (hereinafter referred to as "SCSS") and Williamson County, Texas, a political subdivision of the State of Texas, with its place of business for Central Maint. Facility located at 3101 S.E. Inner Loop, Georgetown, TX 78626 (hereinafter referred to as "Customer"). This Master Agreement sets forth the general terms and conditions for which SCSS shall provide services to Customer.

1. **SCOPE OF AGREEMENT.**

The instant terms and conditions including Exhibit A shall apply to the following services: sales and/or installation, including SCSS owned systems, Service Plans, Storage and Surveillance Solution and monitoring, as described in a Schedule of Service and Protection ("Schedule") and/or Proposal requested by Customer and agreed to by SCSS. SCSS will provide the services at the location(s) specified on the attached Schedule. If Customer purchases equipment, at the expiration of the limited warranty, repair service will be on a time and material basis during the hours of 8am-4pm Monday through Friday, excluding holidays, unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS owned system are described on the Schedule.

2. **Term, Renewal, and Expiration.**

This Agreement shall remain in force for an Initial Term of 12 Months (1 Year) from the date this Agreement is executed (the "Initial Term"). If Customer has existing locations currently using SCSS systems and/or services, the terms and conditions of this Agreement shall cancel and supersede existing agreements at those locations. After the Initial Term expires, this Agreement will automatically be renewed as consecutive terms of one year, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term. During the Initial Term, the terms and conditions of this Agreement shall control each location specified in a Schedule (a "new location") for a period of 12 Months (1 Year) from the date the system first becomes operational at any such new location and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date that installation on the location commences. Provided, however, that if the Agreement has terminated or expired prior to the end of the term of such new location, the terms and conditions of the Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SCSS and the Customer, as to the providing of services to any such new locations.

3. **Payment**

Customer agrees to pay SCSS:

- A. For the sale and/or installation of the systems as provided in the Schedule attached hereto, and discount pricing offered through BuyBoard Contract #574-18 (Fire and Security Systems and Monitoring Services). For any equipment identified as "TKO" on the Schedule, Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule and will be paid over the Initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment.
- B. For the monitoring, and/or service of the system(s) as provided in the Schedule, commencing from the date of installation completion, which shall be the day said item of equipment is installed at Customer's location and/or is communicating with SCSS's monitoring facility (the "Center") as determined by SCSS ("Installation Date.") Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month. Payments for services are due monthly quarterly semi-annually or annually in advance, commencing from the first day of the month following the date the system becomes operative.
- C. Customer agrees that at any time following expiration of the first 12 Months (1 Year) of any Schedule, SCSS may increase the basic monthly charges for the location(s) specified on the Schedule, once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed Zero percent over the previous twelve (12) months' basic ongoing charges.
- D. Texas Prompt Payment Act Compliance: Payment for goods and services 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 licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 licensee'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.
- E. The not-to-exceed amount for any 12-month term under this Agreement shall be \$150,000.00, unless revised by the Williamson County Commissioners Court through a written amendment signed by both parties.

4. **Liquidated Damages and SCSS's Limits of Liability.**

- A. The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise, with the exception of named indemnitees in Article 4 herein.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SCSS'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.
- C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, to the extent authorized under Texas law, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE PROVIDED BY SCSS, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.
- D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

- E. Paragraphs A through D of this Article 4 shall apply to any other company or entity which, in addition to SCSS, furnishes, as a subcontractor, or otherwise, any installation, monitoring or other services provided hereunder.
- F. **Limited Equipment Warranty.** Where Customer purchases a security system under this Agreement, SCSS warrants that the equipment will be free from defects in material and workmanship for a period of One Year from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8am – 4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING **LIMITED EQUIPMENT WARRANTY**, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **Miscellaneous Charges and Increase in Charges.**

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SCSS is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- C. The payments set forth in the Schedule referenced in paragraphs 3.A. and 3.B. include telephone company line charges if required. SCSS may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the system.
- D. Installation charges set forth in the Schedule assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if SCSS's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any Governmental agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain alarm use permits, required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. Failure to pay amounts when due shall give SCSS the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3.

6. **Further Obligations of Customer.**

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SCSS due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SCSS OF ANY EQUIPMENT OR DEVICE TO ANY SCSS EQUIPMENT.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. To the extent authorized under Texas or Federal law, Customer shall permit SCSS access to the premises for any reason arising out of, or in connection with, SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of an SCSS owned system).
- F. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SCSS within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., *Limited Equipment Warranty*.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover SCSS owned system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspectors test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM A BREACH OF THE FOREGOING REPRESENTATIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SCSS).
- K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement or related information to US Bank Equipment Finance for the purpose of

evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. **Further Obligations of SCSS: Limitations.**

- A. Neither party shall be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the system will be connected to SCSS's Center. Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the Schedule have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents, nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If a service plan or software support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this Agreement.

8. **Title to Equipment and Use of SCSS-owned Equipment; Proprietary Protection.**

- A. Any SCSS owned equipment installed on the Customer's premises shall at all times remain solely the property of SCSS and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. If Customer purchases equipment, Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SCSS may remove or abandon all SCSS owned equipment, including all wiring installed by SCSS, in whole or in part, upon termination of the Agreement by lapse of time, default of any moneys due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS to collect any charges which have accrued hereunder. Customer shall have no right, title or interest in the equipment outside of the leasehold interest created by the Schedule.
- B. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.
- C. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. **Termination.**

- A. SCSS may terminate this Agreement as follows:
- Immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days after receipt of written notice from SCSS specifying such default. Notification by facsimile, U.S. mail or by courier shall be acceptable. Upon such termination for default, the balance of all moneys due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
 - Immediately, in the event SCSS's monitoring center, the telephone lines, wires, or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
 - As provided in Article 2 relating to expiration.
- B. Customer may terminate this Agreement:
- Immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially

ii) damaged that it is commercially impractical for Customer to continue any operations at such location, provided that if the Customer is using SCSS owned or TKO equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or As provided in Article 2 relating to expiration.


- C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.
- D. This agreement may be terminated at any time at the option of Customer, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.


10. **Assignment.**
This Agreement is not assignable by the Customer, except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of the obligations under the Agreement, without the consent of, but with notification to, the Customer.
11. **Insurance and Waiver of Subrogation.**
Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.
12. **Severability and Savings**
In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.
13. **Non-solicitation**
During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired Employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through "head hunters" who contact a party's employees without the party's knowledge will not be considered solicitations for purposes of this paragraph.
14. **Mediation**
The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
15. **Choice of Law**
This Agreement is entered into in the State of Texas with venue in Williamson County, Texas and shall be interpreted, enforced and governed under the laws of the State of Texas without regard to application of conflicts of laws or principles that would require the application of any other law.
16. **No Waiver of Sovereign Immunity or Powers**
Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
17. **Right to Audit:**
SCSS agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of SCSS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SCSS agrees that Customer shall have access during normal working hours to all necessary SCSS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give SCSS reasonable advance notice of intended audits.
18. **Entire Agreement.**
It is agreed to and understood by the parties that this Agreement, and the attached Schedule and Exhibits, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS's management as provided below. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.

Customer: Williamson County-Central Maint. Facility


STANLEY Authorized Manager (Sign)
James Greenhill
STANLEY Authorized Manager (Print)


Customer (Sign)
Bill Gravell Jr.
Customer (Print)


Security Representative (Sign)
Randy Timmer
Security Representative (Print)

Williamson County Judge
Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Province			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Exhibit A

Proposal to allow any upgrades, modifications or new system equipment and services to the following Williamson County properties. Also, to include any software upgrades, licensing and system support.

Facility Name	Address	City
Courthouse	710 S Main St	Georgetown
Williamson Museum	716 Austin Ave	Georgetown
Georgetown Health Dept	102 W 3rd St	Georgetown
Taylor Health Dept	115 W 6th St	Taylor
Round Rock Annex Bldg A	211 Commerce Cove	Round Rock
Round Rock Annex Bldg B	211 Commerce Cove	Round Rock
DPS Driver's License	516 Pine St	Georgetown
Sheriff Administration/Jail	508 S Rock St	Georgetown
Justice Center	405 MLK	Georgetown
Liberty Hill Annex	3407 RR 1869	Liberty Hill
Lott Building	107 S Holly	Georgetown
Health Dept Education	300 S Main St	Georgetown
Health Dept Environmental	303 S Main St	Georgetown
EMS Station Medic 42	1427 S Main St	Taylor
ABC/Game Warden	517 Pine St	Georgetown
EMS Medic 53/54	305 MLK	Georgetown
EMS Administration	303 MLK	Georgetown
Old Jail Bldg	312 S Main St	Georgetown
Red House (leased - Life Steps)	311 S Main St	Georgetown
Central Maintenance Facility	3151 SE Inner Loop	Georgetown
Wireless Radio Shop/EMS Warehouse	508 Holly	Georgetown
Cedar Park Annex	350 Discovery Blvd	Cedar Park
Taylor Annex	412 Vance St	Taylor
EMS Station Medic 41	2604 Northlawn	Taylor
EMS Station Medic 23	209 W Willis/200 Bagdad Rd	Leander
Granger CTTC Facility	601 N Alligator Road	Granger
Inner Loop Annex	301 SE Inner Loop	Georgetown
Sheriff's Office Eastside	2501 Mallard Lane	Taylor
Juvenile Justice Center	200 Wilco Way	Georgetown
Parking Garage CJC/Jail	305 W 4th Street	Georgetown
Expo Center	5350 Bill Picket Trail	Taylor
JP Pct 4	211 W 6th	Taylor
Sheriff Gun Range	3901 County Rd 130	Hutto
Tax Office	904 S Main	Georgetown
Hutto Recycling Center	600 Landfill Road	Hutto
Facilities Services Center	3101 SE Inner Loop	Georgetown

Children's Advocacy Center	1811 SE Inner Loop	Georgetown
Jester Annex	1781 & 1801 E Old Settlers Rd	Round Rock
Blackland Heritage County Park	12000 E Hwy 29	Georgetown
Landfill	600 Landfill Road	Hutto
Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown
Parks Admin	219 Perry Mayfield	Leander
Williamson County Cities Health District	355 Texas Avenue	Round Rock
Hutto House	175 CR 138	Hutto
SOTC	8160 Chandler Rd	Hutto
North Campus - Fuel Station	3161 SE Inner Loop	Georgetown
North Campus - Wireless Communication	3171 SE Inner Loop	Georgetown
North Campus - EMS Training	3189 SE Inner Loop	Georgetown
North Campus - Vehicle Impound	3181 SE Inner Loop	Georgetown
Georgetown Pct 3 Annex	151 Wilco Way	Georgetown
WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown
Commissioner Pct 4	321 Ed Schmidt Blvd # 200	Hutto
Any other Parks Location not listed		

Service Calls will be handled in timely manner within 5 days of service request.

We will be notified immediately when service date is scheduled and given minimum of 30 minutes notice of tech arriving at site.

Adequate shelf stock will be kept at Wilco Facilities to prevent down time for repairs due to the necessity to order parts which will include but not limited to card readers, boards, power supply, rex, mag locks, panic bars or any other equipment deemed necessary. Replacement of shelf stock will take place as needed to keep adequate amount on hand.

