



Proposal: [REDACTED]

Wilco-RR Annex-Camera adds - Open Market V2

Prepared for:

Don Heflin

Williamson County - Round Rock Annex

1801 E Old Settlers Blvd.

Georgetown TX, 78626

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems / MCA, Inc., except where required by law.

Proposal Issued:

3/11/2024

Proposal Valid To:

5/10/2024

Prepared by:

Patrick Stevenson

512-944-0854

patrickstevenson@callmc.com

4509 Freidrich Lane

Suite 110

Austin, TX 78744

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Round Rock Annex		
Site	Billing	Contact
1801 E Old Settlers Blvd. Georgetown, TX 78626	1801 E Old Settlers Blvd. Georgetown, TX 78626	Don Heflin, IT-Systems P (512) 409-6222 E don.heflin@wilco.org

PROJECT NAME: Wilco-RR Annex-Camera adds - Open Market V2

PROJECT SCOPE OF WORK

Mobile Communications America (MCA), formerly Knight Security Systems, will provide and install video surveillance additions at Williamson County's Round Rock Annex. System installation includes hardware unless otherwise stated.

This proposal includes the open market materials which are required for proposal #19951-1-0.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Finance

Purchaser hereby agrees to pay MCA the following terms:
The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial project invoice is due and payable upon receipt of material received and stored, delivery of materials to customer site, and services rendered.
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the CSA sections 2A, 2B, and 2C.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

Engineering

MCA shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. MCA will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

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

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

Field Devices

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

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

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

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

Rental Equipment

Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing

MCA will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by MCA and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. MCA will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a MCA job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training

Training is not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.

Client Initials: _____

MCA

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

4. Please allow 4-6 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
9. Due to extreme supply chain issues, Knight Security reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than Knight can absorb.

Mobile Communications America Excludes the Following:

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

Williamson County Purchase Order Terms and Conditions
(Revised January 2023)

Assignment: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

Boycotting Israel: By accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Changes: No changes may be made to this order without written authorization of the Purchasing Department

County Taxes: If the Vendor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of the delinquent taxes.

Default of Vendor: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

Description of Supplies: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform.

Client Initials: _____

MCA

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

Indemnification: To the extent permitted by Texas law, Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, but only to the extent they result from any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgement with cost, which may be obtained against Williamson County growing out of such injury or damages.

Insurance: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

Law: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights, but only to the extent said actions and claims result from any negligent act or fault of the Vendor.

Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on noticed that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Cont. art. XI, 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

No Waiver of Sovereign Immunity and 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.

Payment: Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue on the 31st day after the latter of (1) the date Williamson County 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 payment shall be paid by Williamson County 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of 1 percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Vendor, Williamson County shall notify Vendor of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Vendor shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

Client Initials: _____

MCA

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

1. Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
 2. Williamson County contract, Purchase Order, and/or delivery order number
 3. Identification of items or service as outlined in the Contract
 4. Quantity or quantities, applicable unit prices, total prices, and total amount
 5. Any additional payment information which may be called for by the contract
- Payment inquiries should be directed to the Williamson County Auditor's office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500

Right to Audit: Vendor agrees that Williamson County or its duly authorized representatives shall, until the expiration of the three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor, which are directly pertinent to the services being performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Vendor agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Vendor reasonable advance notice of interned audits.

Severability: In case any one or more of the provisions contained in this Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Tax Exemption: The County is exempt from any sales, excise, or Federal transportation taxes. The Purchase order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

Termination for Convenience: The County may terminate the Contract and/or Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercise its right to terminate without cause, it is understood that and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

Uniform Commercial Code: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Variation in Quantity: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern,

Warranty: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Public Information: Vendor understands that County 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 Purchase order or any resulting contract may be subject to the public disclosure pursuant to the Texas Publix Information Act.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or

Client Initials: _____
MCA

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

transporting company, in connection with any performance pursuant to the Purchase Order. Vendor shall notify County in writing of any such damage within one (1) calendar day.

Media Releases: Vendor shall not use County’s name, log, or other likeness in any press release, marketing materials, or other announcement without the County’s prior written approval.

PROJECT INVESTMENT

Estimate						\$6,833.81
QTY	Manufacturer	Part #	Description	MSRP	Unit Price	Ext.Price
15	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$15.32	\$15.32	\$229.80
15	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$18.06	\$18.06	\$270.90
1	PANDUIT	CPP24WBLY	Mini Com 24-port modular patch panel with faceplat	\$66.36	\$66.36	\$66.36
5	PANDUIT	HLS-15R0	Tak-Ty Hook and Loop Cable Strip Tie Black	\$33.15	\$33.15	\$165.75
5	PANDUIT	JP4W-X20	StrongHold KP4W-X20 Wall Mount Bracker Nylon 6.6 B	\$73.00	\$73.00	\$365.00
5	Panduit	PUP6004YL-ULPZ	23-4P UTP-CMP SOL BC CAT6 IP5 FEP/FRPVC YEL JKT REEL-IN-BOXTX6000 LIMITED POWER	\$1,147.20	\$1,147.20	\$5,736.00
Equipment Subtotal						\$6,833.81
Estimate SubTotal						\$6,833.81

Investment Summary

Total Equipment	\$6,833.81
Total Proposal Amount	\$6,833.81

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems / MCA will provide the proposed system as described in this proposal for the sum of: **\$6,833.81**

The price above includes: material, equipment and labor as described within this proposal.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems / MCA is hereby authorized to perform the work as specified.

Knight Security Systems / MCA

Williamson County - Round Rock Annex

By: Mark Purcell
Signature
Vice President of Texas Security
Title
Mark S. Purcell
Print Name

By: Bill Gravell
Bill Gravell (Mar 19, 2024 10:21 CDT)
Signature
County Judge
Title
Bill Gravell
Print Name

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems / MCA, Inc., except where required by law.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Mobile Communications America (MCA) will repair or replace any defective part of the System without charge to Purchaser. MCA may use new or used parts of the same quality. MCA may keep all replaced components.

B. How To Get Service. Call or e-mail MCA at the e-mail address and telephone number at the top of this agreement and tell MCA what is wrong with the System. MCA will provide service as soon as possible during MCA's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays MCA observes. A responsible adult must be at the premises at the time MCA visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is MCA's only duty. This warranty does not include disposable batteries. MCA makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. MCA does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or MCA's installation. **MCA is not liable for consequential or incidental damages. Purchaser agrees that this is MCA's only warranty and that MCA has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at MCA's standard rates for labor and materials and Purchaser agrees to pay the same.

D. 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 gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, MCA will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of MCA's one (1) year limited warranty, MCA will continue to repair the System on a time and material basis. Purchaser will pay MCA's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See MCA's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

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

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

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

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

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

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by MCA, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of MCA by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Client Initials: _____

MCA

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, MCA may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to MCA within thirty (30) days from receipt of MCA's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify MCA within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

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

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

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

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

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

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

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

Title Of System. MCA retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

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

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to MCA forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify MCA in writing of all

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

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

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to MCA when due and payable. Additionally, in the event it shall become necessary for MCA to institute legal proceedings to collect any amount due MCA under this agreement, Purchaser shall pay MCA reasonable attorney's fees when permitted by law. Both MCA and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. MCA may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless MCA approves the transfer in writing. MCA may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects MCA.

Client Initials: _____

MCA