FORCE
SECURITY SOLUTIONS
A KONICA MINOLTA COMPANY



IP Video Surveillance
Security Proposal & Agreement

For

DeSoto Independent School District
200 E Belt Line Rd
DeSoto, TX 75115

From

Charles J. Martinez
Security Consultant | FSS
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OMNIA Contract #: R241202

10/05/2026

Force Security Solutions, LLC.
14800 Landmark Blvd.
Dallas, TX 75254

This proposal and agreement is based on the interpretation of the customer's requirements. It is our belief that all equipment quoted herein is in compliance with the project parameters as presented to Force Security Solutions, LLC. If additional products or services are requested a separate quote will be provided. This information is proprietary and confidential to Force Security Solutions, LLC and is only for the use of the individual or entity to which it was delivered. This quote shall remain valid for **30** days from the date of quote. No part of this document may be distributed, reproduced or utilized in any form, or by any means, electronic or mechanical, including photocopying, without written permission from Force Security Solutions, LLC. This document is to be returned to Force Security Solutions, LLC upon request.

Licensed & Insured #B30879301

Statement of Work

PROJECT OVERVIEW

Force Security Solutions ("FSS"), a subsidiary of Konica Minolta Business Solutions U.S.A., Inc. ("Konica Minolta") has worked closely with the stakeholders of DeSoto Independent School District ("DeSoto ISD") regarding the Physical Security upgrade of the district.

The information provided within the Statement of Work is a collaborative effort between both organizations in an effort to resolve the current challenges facing DeSoto ISD.

As a Security Consultant for Force Security Solutions, I have conducted an onsite walkthrough/co-authored design to ensure the most accurate information has been gathered.

CURRENT CLIENT CHALLENGES

DeSoto ISD currently has an aging video surveillance system throughout most of its locations. DeSoto ISD requires new cameras where necessary

SCOPE OF WORK

Force Security Solutions will provide and install an end-to-end video surveillance solution as outlined in the Responsibility Breakdown listed below. Force Security Solutions will work with third party subcontractor(s) to complete the physical installation of high-resolution video surveillance cameras.

INSTALLATION LOCATIONS

Amber Terrace Elementary School

224 Amber Lane, DeSoto, TX 75115

Cockrell Hill Elementary School

425 S. Cockrell Hill Rd., DeSoto, TX 75115

The Meadows Elementary School

1016 The Meadows Pkwy., DeSoto, TX 75115

Katherine Johnson Technology Magnet Academy (KJTMA)

1200 Academy Way, DeSoto, TX 75115

West Middle School

800 N. Westmoreland Rd., DeSoto, TX 75115

DeSoto High School

600 Eagle Dr., DeSoto, TX 75115

DeSoto High School Stadium

600 Eagle Dr., DeSoto, TX 75115

Admin & DAEP Building

200 E. Belt Line Rd., DeSoto, Texas 75115

RESPONSIBILITY BREAKDOWN

Force Security Solutions

- Provide (347) high resolution cameras
- Tie-In (122) New & Existing Cameras into the new Video Management Software
    - Axis, Avigilon, & Vivotek Models
    - Client will provide username/passwords
- Program & Configure Video Management Software
    - Program and configure all cameras
    - Set camera recording to 15fps, motion recording 24/7
        - **Provide 30 Day General Retention**
        - **Provide 90 Day SPED Retention**
    - Camera naming convention provided by client prior to the start of camera programming and configuration
- Provide Cloud Connector
- Provide (469) camera channel licenses
- Provide Project Management services

Force Security Solutions' Subcontractor

- Provide & Install (64) New Cat5e PoE Data Drops
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
    - Utilize any appropriate conduit as necessary
        - Comply with all NEC, State, and Local Laws/Codes
- Install (67) Force Security Solutions provided Avigilon Alta 360º Fisheye Cameras
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
- Install (22) Force Security Solutions provided Avigilon Alta Dual Head Cameras
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
- Install (195) Force Security Solutions provided Avigilon Compact Domes
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
- Install (43) Force Security Solutions provided Avigilon Quad-Lens Cameras
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
- Install (7) Force Security Solutions provided Avigilon Triple-Lens Cameras
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
- Install (10) Force Security Solutions provided Avigilon Exterior Dome Cameras
    - Run from each camera location to the MDF/IDF as shown on the System Surveyor drawings
- Provide Lift
- Point, aim, and focus all cameras
- Receive client's approval and sign off upon completion of installation

DeSoto ISD

- Provide parking and entry access to the worksite after-hours and on weekends
    - On non-Force Security observed holidays
- Provide a single point of contact to work with Force Security Solutions Project Manager for the duration of the project to ensure open lines of project communication.
- Provide access to existing power outlets, rack space, IT room access
- Client will provide username/passwords of existing cameras to be reused in the new system
- Client to sign off on all camera views during the installation and configuration process
- Client to confirm existing cameras that are tied into the new system are functioning correctly
- Client to attend remote User and Admin Training

TRAINING CRITERIA

Force Security Solutions will provide (1) hour of Administrator Training and (1) hour of User Training. Training shall be conducted remotely using Zoom/Teams as the screen sharing method. Training shall take place at a mutually scheduled time, broken into two separate training sessions (one for Admin and one for User). Training shall take place Monday through Friday 0800-1700 CST excluding Konica Minolta observed holidays

- User Training
    - How to view live video from all cameras at once
    - How to view live video from one specific camera
    - How to search video recordings using date and time
    - How to export video clips
    - How to share video clips via email
- Admin Training
    - Same bullet points as in User training
    - How to add & remove users
    - How to add & remove cameras
    - How create user permissions

ASSUMPTIONS UNLESS SPECIFIED WITHIN THE SCOPE OF WORK

- Client will provide free flow access to the workspace Monday through Friday after-hours, excluding Force Security observed holidays.
- Client will provide free flow access to the workspace Saturday through Sunday 0800 – 1700, excluding Force Security observed holidays.
- Client will provide parking access for Force Security Solutions and/or Force Security Solutions Subcontractors/Third Parties.
- Client has reviewed and approved camera locations and equipment locations as reflected on the design drawings provided by Force Security Solutions (co-creation).
- Customers network is capable of supporting network upload and download requirements.
- Existing cable pathways are free and clear of obstructions
- 120V electrical power is available on site for power tools for the duration of this project
- All work will be done after-hours and on weekends.
- Any existing equipment and/or cable is functional and in normal operating condition
- All network devices i.e. routers will be in place prior to the installation of the cabling and cameras
- Any additional penetration work through interior walls/firewalls will be assessed as needed and invoiced as Time & Material
- Any additional troubleshooting outside of the normal installation of the cabling and cameras will be invoiced as Time & Material
- Quote is for Non-Union work during after-hours and on weekends.
- Premises shall be in compliance with all applicable federal, state, and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations, and not contain, present, or expose Force Security Solutions or its partners or agents to asbestos or other hazardous materials or substances.
- All work will be done continuously without interruption as based on the project schedule.
- All customer tasks shall be performed in accordance with the project timeline defined at the time of the project kickoff. Force Security Solutions reserves the right to close, suspend, terminate, and invoice any outstanding project components that are delayed beyond 30 days from the project timeline due to client's inability to perform required tasks.
- Client has existing PoE Switches with available ports for new/existing cameras
- Client will be available to approve camera views with the Integrator of Record (IOR) after hours
- Cloud Connector and Lift Rental pricing is for the entire project.

EXCLUSIONS UNLESS SPECIFIED WITHIN THE SCOPE OF WORK

The following areas are not included in the scope of this Statement of Work:

- Electrical power (120v power, line voltage, high voltage)
- Any configuration or training outside of the scope of this document.
- Any additional support or installation not specifically listed in this Statement of Work will be billed accordingly, based upon the Konica Minolta standard hourly service rate or time and materials.
- Any additional work hardware or labor needed for a successful implementation. Such items may include but are not limited:
    - Firestopping
    - Raceways
    - Penetrations.
    - Conduit
    - Cable tray
    - Grounding
    - Plywood backboards
    - PoE network switches
    - Repairing any pre-existing issues with the system
    - Connection to the existing fire panel for door lock release by others
    - Patching and painting
    - Permits
    - Cost for escorts
    - Trenching
    - Boring
    - X-Ray of floors/wall cores
- Network equipment (including connectivity between closets, switches, patch panels, etc.)
- Troubleshooting of existing network, power, or grounding issues
- Correcting of existing code violations
- Configuring Workstations and / or software
- Interruption to the project schedule can result in increased expenses due labor, external factors, rentals, and other project impact.
- Customer is unable to provide site or workstation access or requests a delayed start;
- Application troubleshooting or testing is required although scanner passes offline testing;
- Customer provided equipment to be installed is not onsite or is defective;
- Cable management is difficult to access or requires removal of back panels or kick plates;
- The installation time exceeds the allotted time agreed upon in the Service Fees section;
- Additional work is requested by the site contact while onsite or the installation is canceled.
- Force Security Solutions will not be providing new PoE Switches

Amber Terrace Elementary School				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360º panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	3	$1,218.60	$3,655.80
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	8	$574.54	$4,596.32
Avigilon Dual-Head Cameras	*The low-profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas.*	1	$1,639.29	$1,639.29
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	4	$2,448.25	$9,793.00
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$13,982.50	$13,982.50
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	16	$1,200.00	$19,200.00
			Total:	**$52,866.91**

Cockrell Hill Elementary School				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360º panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	2	$1,218.60	$2,437.20
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	5	$574.54	$2,872.70
Avigilon Dual-Head Cameras	*The low-profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas.*	4	$1,639.29	$6,557.16
Avigilon Triple-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and three adjustable sensors into one powerful solution.*	1	$2,055.44	$2,055.44
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	2	$2,448.25	$4,896.50
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$19,130.00	$19,130.00
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	14	$1,200.00	$16,800.00
			Total:	**$54,749.00**

The Meadows Elementary School				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360º panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	2	$1,218.60	$2,437.20
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	8	$574.54	$4,596.32
Avigilon Dual-Head Cameras	*The low-profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas.*	1	$1,639.29	$1,639.29
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	4	$2,448.25	$9,793.00
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$15,375.00	$15,375.00
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	15	$1,200.00	$18,000.00
			Total:	**$51,840.81**

Katherine Johnson Technology Magnet Academy (KJTMA)				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360º panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	10	$1,218.60	$12,186.00
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	4	$574.54	$2,298.16
Avigilon Dual-Head Cameras	*The low-profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas.*	2	$1,639.29	$3,278.58
Avigilon Alta Dome Cameras	*The cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options, and up to 5 MP resolution.*	5	$861.74	$4,308.70
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$29,280.00	$29,280.00
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	21	$1,200.00	$25,200.00
			Total:	**$76,551.44**

West Middle School				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360º panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	9	$1,218.60	$10,967.40
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	8	$574.54	$4,596.32
Avigilon Dual-Head Cameras	*The low-profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas.*	6	$1,639.29	$9,835.74
Avigilon Triple-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and three adjustable sensors into one powerful solution.*	3	$2,055.44	$6,166.32
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	2	$2,448.25	$4,896.50
Avigilon Alta Dome Cameras	*The cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options, and up to 5 MP resolution.*	1	$861.74	$ 861.74
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$24,337.50	$24,337.50
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	29	$1,200.00	$34,800.00
			Total:	**$96,461.52**

DeSoto High School				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360º panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	39	$1,218.60	$47,525.40
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	135	$574.54	$77,562.90
Avigilon Dual-Head Cameras	*The low-profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas.*	8	$1,639.29	$13,114.32
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	19	$2,448.25	$46,516.75
Avigilon Alta Dome Cameras	*The cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options, and up to 5 MP resolution.*	2	$861.74	$1,723.48
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$124,030.00	$124,030.00
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	203	$1,200.00	$243,600.00
			Total:	**$554,072.85**

DeSoto High School Stadium				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	5	$574.54	$2,872.70
Avigilon Triple-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and three adjustable sensors into one powerful solution.*	3	$2,055.44	$6,166.32
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	6	$2,448.25	$14,689.50
Avigilon Alta Dome Cameras	*The cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options, and up to 5 MP resolution.*	2	$861.74	$1,723.48
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$14,652.50	$14,652.50
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	16	$1,200.00	$19,200.00
			Total:	**$59,304.50**

Admin & DAEP Building				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Fisheye Cameras	*The AI-powered 360° panoramic security camera is ideal for locations that require coverage in all directions. Installed either indoors or outdoors, our panoramic camera captures wide scenes in high resolution in even the harshest of environments and with low light.*	2	$1,218.60	$2,437.20
Avigilon Alta Compact Dome Cameras	*The 5MP Compact Dome AI camera captures every detail in demanding light conditions, making the series ideal for discreet indoor setups.*	25	$574.54	$14,363.50
Avigilon Quad-Lens Cameras	*The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and four adjustable sensors into one powerful solution.*	6	$2,448.25	$14,689.50
Professional Services & Installation	*Program, test, and configure the Video Security System. Update firmware, test, and verify all user data, credentials, and operations. Program and test the signals and all test communication and program the connection to the Avigilon Alta Cloud Management platform.* *Physical Installation of Camera System and components. Configuration of Camera System, Mounts, and Accessories Included.*	1	$24,422.50	$24,422.50
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term)*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	33	$1,200.00	$39,600.00
			Total:	**$95,512.70**

Miscellaneous				
Type	**Description**	**Qty.**	**Unit Net**	**Total**
Avigilon Alta Cloud Connector	*The Avigilon Alta rack-mounted Cloud Connectors enable easy integration of third-party devices with Avigilon Alta Video, allowing for a seamless transition to the cloud while leveraging your existing camera deployment.*	1	$47,921.50	$47,921.50
Avigilon Alta Cloud Video Management System	*Cloud Based Storage Device for Archiving the Camera Recording to Provide 30 Days Storage.**(5 Year Term) Currently Installed Cameras*** ***$20.00/Per Camera Per Month*** ***$1,200.00/Per Camera Per 5 Year Licensing***	122	$1,200.00	$146,400.00
Lift Rental	*1-Month Rental of Scissor and Boom Lifts for project installation.*	1	$12,000.00	$12,000.00
			Total:	**$206,321.50**

Installation Payment

Standard 50% Down Payment: Payment requires a 50% deposit, which is due at the time the agreement is completed and signed by both parties, and before any equipment is received and installed unless otherwise noted above. The remaining balance is due in full upon completion and final acceptance by the client and must be paid before the system(s) will be activated by FSS. FSS will retain full ownership of the system until the total amount for equipment and/or installation has been paid in full, and may, without consent, repossess all equipment it has installed in the event of nonpayment.

Required Deposit Payment Amount: **$623,840.61**

Required Payment Amount Upon Completion of Installation: **$623,840.62**

_____ ***Initial Acceptance***

Not all Security Companies are Created Equal and Meet UL Installation Standards

Party Site No.: **1740783**
Expires: **31-Dec-2026**

CERTIFICATE OF COMPLIANCE

THIS IS TO CERTIFY that the Alarm / Service Company identified below is included by - UL Solutions (UL) in its UL Product iQ directories as eligible to use the UL Listing Mark in connection with Certificated Systems. The only evidence of compliance with UL's requirements is the issuance of a UL Certificate for the System and the Certificate is active under UL's Certificate Verification Service. This Certificate does not apply in any way to the communication channel between the protected property and any facility that monitors signals from the protected property.

Listed Service From: MANASSAS , VIRGINIA

Alarm / Service Company: (1740783)

FORCE SECURITY SOLUTIONS LLC
8508 VIRGINIA MEADOWS DR
MANASSAS , Virginia 20109 UNITED STATES

The Alarm / Service Company is Listed in the following Certificate Service Categories:

File	Vol No.	CCN	Listing Category
BP21042	1	CRZH	National Industrial Security Systems
BP21199	1	CVSG	Mercantile Burglar Alarm Systems

*****THIS CERTIFICATE EXPIRES ON 31-DEC-26*****

"LOOK FOR THE UL ALARM / SYSTEM CERTIFICATE"

It Really Matters when you need it most. Plus, your Insurance Company will like this.

FORCE SECURITY SOLUTIONS STANDARD TERMS & AGREEMENT

1. **FORCE SECURITY SOLUTIONS, LLC.** (Hereinafter referred to as "FSS") agrees to sell, install and or provide services at Customer's premises, and Customer agrees to buy, a system and any related services consisting of the equipment and services described herein and agreed to above under system components and monthly services. All passcode to any provided equipment, CPU, Security Server, cameras, NAS Device or software remains property of FSS. Software programmed by FSS and any passcodes are the intellectual property of FSS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties (see above System Components and Monthly Services).
2. **DESCRIPTION OF EQUIPMENT AND SERVICES:** The Customer agrees to pay the value of the above listed and agreed to under the Schedule of System Components and any Monitoring and or Security Support Services provided for value of the installed equipment and services as listed above.
3. **COMMUNICATION SYSTEM REMAINS PERSONAL PROPERTY OF FSS:** FSS shall install and program the Communication System, consisting of security servers, communication devices, software, radio, cellular and/or internet connection devices including cameras connected to Customer's Security System. The programming, passcodes and communication System shall remain the sole personal property of FSS and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Customer shall not permit the attachment thereto of any apparatus not furnished by FSS. Any Communication software and system or passcodes are part of the instrument security server/panel programmed and are used to transmit a signal. The passcode to the CPU security server/panel computers, NAS or cameras or any software remains property of FSS. Provided Customer performs this agreement for the full term thereof, upon termination FSS shall at its option provide to Customer the passcode to the CPU software or change the passcode to the manufacturer's default code and may charge a fee of $300.00.
4. **SECURITY:** FSS may require that you designate a representative to be on site while our personnel are on site during installation or service and may require unrestrictive access for purposes of installation, service, testing, and activation of the system.
5. **TRAINING:** Force Security Solutions believes in the train the trainer methodology and will provide training to single designated personnel on the operation of the system as soon as possible after completion of the installation and will provide a certificate of completion for all training. If requested, we will also provide one (1) copy of all equipment and O&M manuals.
6. **CLARIFICATION:**
   a. Unless otherwise noted above this agreement if accepted excludes permit fees, review and inspection fees and or bonds if required unless otherwise noted under systems components.
   b. Any changes or additional devices as required or requested by you, your architect, your representative, your contractor or subcontractor or by any authority having jurisdiction are excluded and additional charges may occur.
   c. This quote includes sales tax.
   d. Price includes wire, local conduit, raceways, junction boxes, terminal cabinets and other materials if required for installation.
   e. Price excludes connection to elevator device/connections/traveling cables/communication/relay to fire dry contacts and any interconnect to currently installed fire panel or external systems unless otherwise noted above.
   f. The connection or programming of a customer's network, router or phone communications system for the operations of any security, camera or fire device including providing static IP address and or port forwarded if required for remote viewing or monitoring of any security device, camera, communications or operations of your system are the responsibility of the customer and will not be provided by Force Security Solutions unless agreed and listed under the Schedule of System Components.
   g. If a lift is required for installation purposes, and is not provided by Customer, FSS will provide a lift at Customer's expense and invoice the expense to Customer pursuant to the Agreement.
   h. If we as part of this agreement if we are installing and are connecting our system(s) to any currently installed components, devices or wire for security, access, fire, video and or any other communications device these items previously installed by others will not be covered under our limited warranty or customer support plan. If we determine that any device or wire previously installed by others is found to be defective, we will provide you with the cost for replacement said device or wire and any labor required. We will not connect to any devices or wire that we deem defective.
7. **INVOICING AND PAYMENT:** A down payment of 50% will be required at the time the contract is completed and signed by both parties and before any equipment is received and installed unless otherwise noted above unless another option has been selected above. Final Payment is due and must be paid in full at the time of completion and final acceptance by the client and before the system(s) will be activated and or monitored by FSS. FSS will own the system in its entirety until the amount indicated for equipment and or installation has been paid in full by the customer and may without consent repossess all equipment it has installed for nonpayment at any time.
8. **TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be based on the term period selected by you for the bundled services agreement term and shall automatically renew thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of term period from the date hereof FSS shall be permitted from time to time to increase the monitoring charge by an amount not to exceed five percent each year and Customer agrees to pay such an increase. FSS may invoice Customer in advance monthly, quarterly, or annually with discount at FSS's option.
9. **INSPECTION AND ACCEPTANCE OF CRITERIA:** The goods and services delivered under the resultant agreement shall be deemed accepted at the time they are installed, unless the client has notified FSS in writing within five (5) working days after completion of the installation for of any claim for shortage or failure of the goods and services to meet the requirements set forth in this agreement.

10. **MONITORING SERVICES:** If this system is monitored by FSS. Upon receipt of a signal from Customer's alarm system, FSS or its designee monitoring communications center shall make every reasonable effort to notify Customer and the appropriate municipal police or fire department. Customer acknowledges that signals are not transmitted from Customer's premises directly to municipal police or fire departments which are not monitored by personnel of FSS or FSS's designee emergency communications center and FSS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Customer acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of FSS and are not maintained by FSS except FSS may own the radio network, and FSS shall not be responsible for any failure which prevents transmission signals from reaching the monitoring communications center or damages arising therefrom, or for data corruption, theft or viruses to Customer's computers if connected to the alarm communication equipment. Customer agrees to furnish FSS with a written and current Call List of names and telephone numbers of those persons Customer wishes to receive notification of alarm signals and if changes to the call list are required it is the Customer's responsibility to notify FSS within 48 hours of all changes. Unless otherwise provided in the Call List FSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with FSS's notification obligation. All changes and revisions shall be supplied to FSS in writing. Any request outside of the normal FSS notification procedure may incur additional monitoring cost. Customer authorizes FSS to access the security server/control panel to input or delete data and programming at any time. If the equipment contains video or listening devices permitting the emergency communications center to monitor video or sound, then upon receipt of an alarm signal monitoring communications center shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Customer requests FSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Customer shall pay FSS $125.00 for each such service and request. FSS may, without prior notice, suspend or terminate its services, in emergency communications center sole discretion, in event of Customer's default in performance of this agreement or in event the monitoring communications center facility or communication network is nonoperational, or Customer's alarm system is sending excessive false alarms. The monitoring communications center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Customer information and data shall be maintained confidentially by FSS.
11. **SERVICE:** FSS shall service upon Customer's request service the security system installed in Customer's premises between the hours of 8:30 a.m. and 5:30 p.m. Monday through Friday, within reasonable time after receiving notice from Customer that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Customer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Customer's expense unless a customer support plan has been agreed and is paid in full at the time of requested service. No apparatus or device shall be attached to or connect with the security system as originally installed without FSS's written consent.
12. **CUSTOMER SUPPORT PLAN:** If a Customer Support Plan has not been selected you agree to be billed at our current hourly service rate with a two-hour minimum plus cost of any material or parts required for repair or replacement for items not covered by our limited warranty This Support plan if selected is subject to the terms of our limited warranty and will provide 100 % coverage of all system components. Labor during non-business hours when a technician is available for situations deemed an emergency by FSS personnel are not covered by this support plan and will be billed at our current after-hours emergency rates with a two-hour minimum. This plan includes remote support, remote downloading of video evidence if required, and full systems reports during office hours. This plan includes remote software and panel firmware updates as well as yearly inspections once scheduled by you. This plan is a monthly plan paid quarterly in advance and can be canceled at any time. If canceled you will be responsible for the cost of any system repair, replacement including labor. You agree that no one other than our employees or agents will be allowed to repair, replace or maintain the system or any components that we have installed and or that we are monitoring. This plan does not cover improper installations by others, repairs performed by you or other parties, any pre-existing conditions, fire, water damage, Acts of God, theft of equipment or equipment that we did not originally install or that you have not properly maintained including acts of vandalism. There will be a service charge of $175.00 if no one answers the door on the time and day scheduled for service or we are unable to perform services during the scheduled time for situations outside of our control. System Batteries, Micro SD Card and NAS Hard Drives are covered under this plan.
13. **CUSTOMER REMOTE ACCESS:** If Remote Access is required in the schedule of equipment to be installed and services provided by FSS, the equipment will transmit data via Customer's provided high speed Internet, cellular or radio communication service to Customer's Internet connection device which is compatible with FSS's remote services. FSS will grant access to server permitting Customer to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by FSS or a third party. FSS shall install the camera(s) in a permissible legal location in Customer's premises to permit Customer viewing. FSS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.
14. **ACCESS MANAGED SERVICES:** If selected as a service to be provided FSS will maintain the data base for the operation of the Access Control System. Customer will advise FSS of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to FSS regarding personnel access must be in writing via email or fax to addresses designated by FSS. FSS shall have remote Internet access to the Customer's designated access control computer to program and make data base updates to the system. Customer is responsible for maintaining its computer and computer network and Internet access

15. **ACCESS CONTROL HOSTED SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment, Access Control equipment shall be connected to a computer supplied by the Customer and connected to Customer's computer network. If hosted or data storage or backup is selected service FSS, or its designee shall store and /or backup data received from Customer's system for a period of one year. FSS shall have no liability for data corruption or inability to retrieve data even if caused by FSS's negligence. Customer's data shall be maintained confidential and shall be retrieved and released only to Customer or upon Customer's authorization or by legal process. Internet access is not provided by FSS and FSS has no responsibility for such access or IP address service. FSS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.
16. **VIDEO SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the System Components listed above, Video equipment may be attached to Micro SD card, Network Storage Device or a digital recorder computer and Customer shall not use the computer for any other purpose. Customer shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, FSS shall store data received from Customer's system for no longer than 30 days. FSS shall have no liability for data corruption or inability to retrieve data even if caused by FSS's negligence. Customer's data shall be maintained confidential and shall be retrieved and released only to Customer or upon Customer's authorization or by legal process. Telephone or internet access is not provided by FSS and FSS has no responsibility for such access or IP address service. If system has remote access FSS is not responsible for the security or privacy of any network system or router, and it is the Customer's responsibility to secure access to the system with pass codes and lock outs. FSS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.
17. **STREAMING VIDEO DATA / CCTV:** If selected as a service to be provided and included in the System Components, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, FSS or its designee monitoring communications center, shall make every reasonable effort to notify Customer by email, text, or voice message and the appropriate municipal police or fire department. Customer acknowledges that signals are not transmitted from Customer's premises directly to municipal police or fire departments or Customer's internal security stations are not monitored by personnel of FSS or FSS's designee central office and FSS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Customer acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of FSS and are not maintained by FSS, except FSS may own the radio network, and FSS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Customer's computers if connected to the alarm communication equipment. Customer agrees to furnish FSS with a written list of names and telephone numbers of those persons Customer wishes to receive notification of signals. All changes and revisions shall be supplied to FSS in writing. Customer authorizes FSS to access the supervisory panel to input or delete data and programming. If Customer requests FSS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Customer shall pay FSS $75.00 for each such service. FSS may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Customer's default in performance of this agreement or in event central station facility or communication network is nonoperational or Customer's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Customer information and data shall be maintained confidentially by FSS.
18. **DELAY IN INSTALLATION:** FSS shall not be liable for any damage or loss sustained by Customer as a result of any delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including FSS's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.
19. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Customer is responsible for supplying high speed Internet access and or wireless services at Customer's premises. FSS can provide Internet service for a fee but does not maintain Internet connection, routers, wireless access or communication pathways, computer, smart phones, tablets, electric current connection or supply these services. In consideration of Customer making its monthly payments for remote access to the system FSS will authorize Customer access. FSS is not responsible for Customer's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Customer to access the system. Customer acknowledges that Customer's security system can be compromised if the codes or devices used for access are lost, stolen or accessed by others and FSS shall have no liability whatsoever for such third-party unauthorized access. FSS is not responsible for the security or privacy of any hardwired or wireless network system or router. Hardwired or Wireless networks and systems can be accessed by others, and it is the Customer's responsibility to secure access to the system with pass codes and lock out codes unless there is an agreement in place for FSS to provide this service.

20. **LIMITED WARRANTY ON SALE:** In the event that any part of the security system becomes defective under the limited manufactures warranty, or in the event that any repairs are required, FSS agrees to replacement of parts without costs to the Customer for a period of twelve (12) months from the final date of installation. Any labor costs would be billable at time and material rates. FSS reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, hard drives, SD Cards or reprogramming, damage by lightning, electrical surge, wire or communication pathway interruption of service. FSS is not the manufacturer of the equipment and other than FSS's limited warranty Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, FSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. FSS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by data loss, burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. FSS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than FSS. FSS shall not be liable for consequential damages. Customer acknowledges that any affirmation of fact or promise made by FSS shall not be deemed to create an express warranty unless included in this agreement in writing; that Customer is not relying on FSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that FSS may have offered additional and more sophisticated equipment for an additional charge which Customer has declined. Customer's exclusive remedy for FSS's breach of this agreement or negligence to any degree under this agreement is to require FSS to repair or replace, at FSS's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, FSS will procure all permits required by local law and will provide certificate of insurance if requested prior to the start of work.
21. **TESTING, SERVICE AND INSPECTION OF SECURITY SYSTEM:** The Security System, once installed, is in the exclusive possession and control of the Customer, and it is Customer's sole responsibility to test the operation of the Security System on a monthly basis and to notify FSS if it is in need of repair. FSS shall not be responsible or required to service the Security System unless during the Warranty Period or Customer has contracted FSS for a support service agreement and that FSS has received proper notice from Customer, and upon such notice, FSS shall service the Security System to the best of its ability within 72 hours for service deemed an emergency by FSS personnel, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8:30 a.m. and 5:30 p.m. If Customer has not selected a support service agreement any repair or other services provided by FSS to Customer's security equipment shall be at FSS's option on a per call request by Customer, and Customer shall pay for such labor and material at time such repair or other service is performed at our prevailing rate. All such repair or other service shall be governed by the terms of this agreement. Only the Security Systems installed by FSS is covered by service. It shall be Customer's sole responsibility to maintain the security system. Yearly inspection of your system is highly recommended (upon your notification to us) to ensure the integrity of your system for a fee of $325.00. As an added value, if you have our support plan, we will inspect your system once a year (upon your notification to us) as part of the support plan to ensure that all components function correctly. The inspection consists of a system/communications test, system reset, check of all devices and equipment for proper operations, adjustment or recommended replacement, including cleaning of all lenses, equipment, or devices, replace any system batteries, if needed, and verify and update all subscriber information. hard drives and SD Cards are excluded.
22. **ALTERATION OF PREMISES FOR INSTALLATION:** FSS will make every attempt possible to complete our work in an orderly, neat and clean fashion and is authorized to make preparations such as drilling holes, driving nails/screws, installing conduit, making attachments or doing any other thing necessary in FSS's sole discretion for the installation and service of the security system, and FSS shall not be responsible for any unintentional damage, condition created thereby as a result of such installation, service, or removal of the security system, and customer represents that the owner of the premises, if other than Customer, authorizes the installation of the security system under the terms of this agreement and that they and not FSS will be responsible to make any repairs or alterations as a result of our installation or damage caused by our installation, service, or removal of the security system.
23. **CARE OF SECURITY SYSTEM:** Customer agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed and Customer agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Security System (if installed by FSS) shall be made by FSS.
24. **CUSTOMER'S DUTY TO SUPPLY ELECTRIC, INTERNET AND TELEPHONE SERVICE:** Customer agrees to furnish, at Customer's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable and all required Static IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by FSS. A DSL connection is not Broadband and is not recommended for the connection of any security, access, fire or video surveillance system
25. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Customer agrees to indemnify and hold harmless FSS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Customer, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by FSS's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against FSS or FSS's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of FSS. FSS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.
26. **LIEN LAW:** FSS or any subcontractor engaged by FSS to perform the work or furnish material who is not paid may have a claim against the customer/purchaser/agent or the owner of the premises if other than the customer/purchaser/agent which may be enforced against the property in accordance with the applicable lien laws.

27. **EXCULPATORY CLAUSE:** FSS and Customer agree that FSS is not an insurer, and no insurance coverage is offered herein. The security equipment and FSS's services are designed to reduce certain risks of loss, though FSS does not guarantee that no loss will occur. FSS is not assuming liability, and, therefore, shall not be liable to Customer for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Customer as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by FSS's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Customer agrees to look exclusively to Customer's insurer to recover damages. Customer releases FSS from any claims for contribution, indemnity or subrogation.
28. **LIMITATION OF LIABILITY:** Customer agrees that should there arise any liability on the part of FSS as a result of FSS's negligent performance to any degree or negligent failure to perform any of FSS's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that FSS's liability shall be limited to the sum of $250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Customer wishes to increase FSS's amount of limitation of liability, Customer may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with FSS's increased liability. This shall not be construed as insurance coverage.
29. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by FSS, the monthly or other periodic payments to be made by the Customer for the term of this agreement form an integral part of FSS's anticipated profits; that in the event of Customer's default it would be difficult if not impossible to fix FSS's actual damages. Therefore, in the event Customer defaults in the payment or any charges to be paid to FSS, the balance of all payments for the entire term herein shall immediately become due and payable, and Customer shall be liable for 80% thereof as liquidated damages and FSS shall be permitted to terminate all its services under this agreement and to remotely re-program or delete any programming without relieving Customer of any obligation herein. In the event of termination or Customer's breach of this agreement, FSS may at its option either remove its Communication System or deem same sold to Customer for 80% of the amount specified as the value of the Communication System in addition to the liquidated damages provided for herein. If FSS prevails in any litigation or arbitration between the parties, Customer shall pay FSS's legal fees. In any action commenced by FSS against Customer, Customer shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules (www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Customer submits to the jurisdiction and laws of the State of Virginia and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where FSS's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Customer against FSS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against FSS must be based on the provisions of this agreement. Any other action that Customer may have or bring against FSS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.
30. **NON-SOLICITATION:** Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of FSS assigned by FSS to perform any service for or on behalf of Customer for a period of two years after FSS has completed providing service to Customer. In the event of Customer's violation of this provision, in addition to injunctive relief, FSS shall recover from Customer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with FSS, times twelve, together with FSS's counsel and expert witness fees.
31. **INSURANCE:** The Customer shall maintain a policy of public liability, property damage, burglary and theft insurance under which FSS is named as additional insured. FSS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Customer from insurance covering such loss or damage or for such loss or damage against which the Customer is indemnified or insured. In the event of any loss or injury to any person or property, Customer agrees to look exclusively to Customer's insurer to recover damages. Customer shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Customer and all those claiming rights under Customer waive all rights against FSS and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Customer, except such rights as they may have to the proceeds of insurance.
32. **FSS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that FSS is authorized and permitted to subcontract any services to be provided by FSS to third parties who may be independent of FSS, and that FSS shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that FSS shall not obligate Customer to make any payments to such third parties. Customer appoints FSS to act as Customer's agent with respect to such third parties, except that FSS shall not obligate Customer to make any payments to such third parties. Customer acknowledges, that this agreement, and particularly those paragraphs relating to FSS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of FSS.
33. **FALSE ALARMS / PERMIT FEES:** Customer is responsible to submit and pay for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse FSS for any fines relating to permits or false alarms. FSS shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond whatsoever. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Customer shall remain liable for all payments provided for herein. Should FSS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay FSS for such service or material.

34. **SECURITY INTEREST/COLLATERAL:** To secure Customer's obligations under this agreement the Customer may be asked to grant FSS a security interest in the security equipment installed by FSS and FSS is authorized to file a financing statement.
35. **CREDIT INVESTIGATION:** Customer and any guarantor authorize FSS to conduct credit investigations before the agreement is signed and from time to time to determine Customer's and guarantor's credit worthiness.
36. **ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE:** Customer acknowledges that a representative of FORCE SECURITY SOLUTIONS, LLC. has explained additional equipment, systems and proactive protection that may be available from FSS, for additional charges, and the undersigned has had sufficient opportunity to consider the additional equipment, systems and proactive protection that may be available, and may have if not listed above under the schedule of system components or services decided not to request or contract for such additional equipment, systems or proactive protection and that FSS explained the importance of a proactive system vs. a reactive system for verified response and has explain the importance of redundant communications and power system and the difference between VOIP, standard telephone line service and cellular services and that FSS recommends the use of a minimum of 2 paths of communications to always include cellular communications as well either a standard telephone line service or VOIP [voice over internet service]. Because standard telephone line service or VOIP [voice over internet service] services may be less reliable the customer acknowledges that there is a risk that these services could be cut, compromised or stop working altogether for reasons outside of FSS control and as a result the customer acknowledges that if there is only one path of communications such as VOIP, telephone line or cellular that it is at the customers sole risk. That FSS is not responsible for the security or privacy of any hardwired or wireless network system, telephone line service or VOIP [voice over internet service] or router and that hardwired or wireless systems can be accessed by others, and it is the customer's responsibility to secure access to the system or pass codes and lock outs. That FSS has advised undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required alarm permits and pay any false alarm or other fines related to the alarm systems or service, and That the complete system including any smoke detectors and other battery operated devices must be checked monthly and batteries replaced at least annually and that the customer is responsible to notify FSS immediately if any batteries need to be replaced or if service is required.
37. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the System components and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except FSS's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Customer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

ACCEPTANCE OF AGREEMENT

Customer acknowledges receiving a fully executed copy of this agreement and all schedule of system equipment, components and services at the time of execution. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Force Security Solutions is authorized to do the work as specified. You acknowledge that you have received a copy of this fully executed agreement and any and all its attachments and have read and understood them, especially those sections relating to the limitations of our liability and your indemnification of us. Intending to be legally bound, we both agree to all the terms and conditions of this agreement and any attachments or addenda.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this agreement:

Customer: DeSoto Independent School District	**Company: Force Security Solutions, LLC.**
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Signature: _____	**Signature:** _____
Date Signed: _____	**Date Signed:** _____