

# Order Acknowledgement

Customer:	Lee College
Location:	200 Lee Drive Baytown, TX. 77520
Project:	Centegix Safety Platform
Billing Contact:	
Customer Purchase Order Number:	

## Thank you for your purchase of the CENTEGIX® Safety Platform™

CENTEGIX® will install, program, configure, and commission the CENTEGIX Safety Platform™ Equipment and Software at sites listed on **Exhibit A** to this Order Acknowledgement.

Alignment of expectations and responsibilities between all parties, including third parties (e.g., your intercom provider) are required for a superior experience and successful deployment. This Order Acknowledgement includes expectations, assumptions, and responsibilities for all parties in order to deliver rapid and successful deployment of the CENTEGIX Safety Platform.

### NOTES

- The CENTEGIX® Safety Platform™ is comprised of the following solutions:
  - **CrisisAlert™** is the badge-based incident response solution worn by every staff member that empowers staff to get help from college administrators or put the entire campus in lockdown with the push of a button. Used 98% of the time for medical emergencies, physical altercations, and behavioral situations the badge is always on for notification of extreme threats to safety. CrisisAlert can notify 911 dispatch— including room-level location details—and initiate visual and audio notifications so that everyone on campus knows that a site has been locked down.
  - **Safety Blueprint** provides dynamic, digital mapping that elevates safety management, planning, and preparedness. With every building and safety asset mapped in one system, responders are fully equipped for immediate action.
- Note: 1 CrisisAlert badge allocated per staff member and additional CrisisAlert badges included as set forth in the quote for sites purchased. Additional CrisisAlert badges beyond original allocation are available via CENTEGIX Customer Support for an additional fee and delivered to a central location for the Customer to distribute.

## CUSTOMER & CENTEGIX RESPONSIBILITIES

Project Planning	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Designate a core team that has primary responsibility for overseeing the CENTEGIX Safety Platform™ implementation, policy, and all communication.</li> <li>Provide a detailed map of each site (as outlined in the Safety Blueprint section below) showing all buildings and rooms where the Safety Platform will be installed.</li> <li>Be responsible for distributing all badges, which are delivered to a central location, to the individual site locations.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the customer. The schedule is subject to change. Customer will accommodate adjustments for the project to remain on track.</li> </ul>

Gateway	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Provides network information for the CrisisAlert Gateway(s) to be configured.</li> <li>If required, two (2) Power-Over-Ethernet (POE) drops at exterior locations defined by CENTEGIX.</li> <li>Connecting the Gateway(s) that CENTEGIX will monitor.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>All gateways/wireless back-up equipment must be installed and confirmed online by the CENTEGIX Command Center for all locations before a target install date for the rest of the solution can be confirmed.</li> </ul>

Safety Blueprint	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Provide scaled floor plan drawings of the facility buildings to be mapped in Safety Blueprint in either a PDF or DWG format. Drawings must include rooms, walls, and doors.</li> <li>Provide an assets list and map labels to identify on the Safety Blueprint map, if purchased.</li> <li>Verify the accuracy of the Safety Blueprint map including the final floor plan drawings, asset locations, and map labels.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>Review the customer's submitted floorplan drawings for approval and render the floorplans in Blueprint.</li> </ul>

Intercom Integration (if applicable)	
---	--

<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Customer and its third-party intercom provider(s) are responsible for the operation of the intercom system(s), along with any additional costs associated with upgrading or alterations to the customers intercom software, hardware and network connections.</li> <li>Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers.</li> <li>Provide network information for the CrisisAlert Intercom Integration Device to be programmed. Customer will ensure its intercom system(s) is/are connected to the device.</li> </ul>
-----------------	--

Additional 3 <sup>rd</sup> Party Software Integration (if applicable)	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Customer and its third-party software provider(s) are responsible for the operation of the additional software capabilities, along with any additional costs associated with upgrading or alterations to the third-party software.</li> <li>Provide a site-specific URL or other API for sites that have 3rd party software integrations that CENTEGIX supports.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>Integrations (if applicable) purchased through CENTEGIX are supported by CENTEGIX and our third-party partners.</li> </ul>

Onsite Access	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Provide 2 sets of organization-wide master keys per site.</li> <li>Provide evening and weekend access to sites for install team flexibility.</li> <li>Override the security system when the installation team is onsite.</li> <li>Provide guest Wi-Fi information if available.</li> <li>If CENTEGIX installation team is unable to access a room or building, or a map is inaccurate causing a delay in the installation, the Customer will incur a minimum revisit fee of \$500/site per revisit, dependent upon remaining work.</li> <li>If CENTEGIX installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>The installation team designated by CENTEGIX will install hardware equipment at each facility/site purchased.</li> </ul>

Software	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>Deploy the CrisisAlert Desktop Application software to supported equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the CENTEGIX Onboarding Specialist.</li> <li>Allow Public DNS for the CENTEGIX Wireless Back-up equipment.</li> </ul>

Implementation and Training	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Provide the information necessary to enable Active Directory syncing (if applicable).</li> <li>• Responsible for the configuration of the Safety Platform™ system (including CrisisAlert and Safety Blueprint) with reasonable guidance from CENTEGIX.</li> <li>• Conduct site testing, with guidance from CENTEGIX to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified.</li> <li>• Identifying individuals who can deliver end-user training for its organization on how to use the CrisisAlert badge, including requiring each staff member with a badge to complete a "Badge Training" session in which they, at minimum, activate a badge alert.</li> <li>• Assist CENTEGIX in obtaining the necessary support from the selected public safety answering point (PSAP) agency, if applicable.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>• Provide remote training for system configuration.</li> <li>• Provide onsite training for Responders and Badge Managers unless opted out on the quote (CrisisAlert)</li> <li>• Provide the requirements for user access to the Safety Blueprint map features.</li> <li>• Provide remote training for Safety Blueprint asset and map management.</li> <li>• Recommend other optional services are available to assist with deployment</li> </ul>

Communications	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Share communications with your stakeholders during the different stages of your CrisisAlert onboarding process. You can do so via internal emails, newsletters, system communications, creating a webpage on your website, and on social media.</li> <li>• <b>During sign-up:</b> Inform all stakeholders about the decision to implement CrisisAlert.</li> <li>• <b>During installation:</b> Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Staff may wonder why new equipment is now appearing throughout the building.</li> <li>• <b>Ongoing Communication:</b> Keep your stakeholders informed by communicating with them on how you have utilized your CrisisAlert solution and how it has impacted your facility and/or college system.</li> </ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"> <li>• Provide a communications kit to help customers communicate with their communities about CrisisAlert. Customer will coordinate a call between CENTEGIX point of contact and the Communications Director for the customer to review best practices for communicating about CrisisAlert.</li> </ul>

Post Implementation	
<b>CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Provide general troubleshooting of the system and its equipment with the site. College technical support can escalate an issue to be addressed through their account manager or support manager.</li> <li>• Managing and maintaining all users and their permissions for the software through</li> </ul>

	<p>the term of the contract.</p> <ul style="list-style-type: none"><li>• Providing Badge Training and training documentation to new users of the system</li><li>• Conducting test drills of CrisisAlert at the beginning of each semester.</li><li>• Report structural changes to the building floorplans and layout to Centegix.</li></ul>
<b>CENTEGIX</b>	<ul style="list-style-type: none"><li>• Onsite assistance is available to assist the customer regarding all purchased solutions. Contact CENTEGIX Support at <a href="mailto:support@centegix.com">support@centegix.com</a> for more information.</li></ul>

## CONTRACT TERMS

### BILLING AND PAYMENT TERMS

#### (Standard) Annual Payments with Year One Billing Milestones:

Upon execution of this Order Acknowledgement, CENTEGIX will invoice the Customer as follows:

1. Year One\* to be invoiced with the following billing milestones:
  - 50% of Year 1 cost invoiced upon the earlier of the PO date or signed OA date
  - 50% of Year 1 cost invoiced 120 days after the earlier of the PO date or the signed OA date (Anniversary Date)
2. The remaining fees will be invoiced annually upon the Anniversary Date.

Schedule Item	Billing Milestone	Due Upon	Amount
Year One	50%	Execution of Purchase Order or signed OA	\$77,237
Year One	50%	120 days after the Purchase Order or signed OA	\$77,238
Year Two	100%	Anniversary Date	\$81,800
Year Three	100%	Anniversary Date	\$81,800
Year Four	100%	Anniversary Date	\$81,800
Year Five	100%	Anniversary Date	\$81,800

\* Year One includes annual platform total and one-time Professional Services fees (3).

All invoices are payable on Net 30 terms.

#### Termination:

- Either party may terminate this agreement for convenience at any time after year two, with 30-days written notice to the other party.
- In the event that this agreement is terminated within the first 24 months from execution of this Order Acknowledgement, Customer will be subject to a Decommission Fee of \$3000 per site.

#### Non-Appropriation:

- Performance by Customer under this Order Acknowledgement may be dependent upon the appropriation and allotment of funds by federal grant award or the applicable government funding source for any year of the Term. Fees are due and payable to CENTEGIX as set forth in the Order Acknowledgement and other specified documents.

If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, Institution shall thereupon have the right to terminate this Agreement by giving sixty (60) days written notice of such termination. Customer reserves the right to negotiate in good faith for a reasonable time, not to exceed sixty (60) days after the notice of

non-appropriation, as to the reduction in scope of services reasonably required to accommodate the reduction in such allocation.

If the Customer determines that the reduction in scope to which CENTEGIX has agreed is too large to be practicable, the Customer may terminate this Agreement in full without further charge beyond amounts incurred in accordance with this Agreement or encumbered by Customer.

## OTHER INFORMATION

CENTEGIX standard terms and conditions <https://www.centegix.com/legal-tc3/> are incorporated by reference and are a part of this Order Acknowledgement.

- If applicable, the supplemental terms on **Exhibit B** (the “**Special Terms**”) are incorporated by reference and are a part of this Order Acknowledgement.

We look forward to working with you to achieve a successful deployment of the CENTEGIX Safety Platform™. If you have any questions or concerns, please don't hesitate to contact your Onboarding Specialist.

Thank you for the trust you have placed in CENTEGIX to protect your students and staff.

## ACCEPTANCE OF ORDER ACKNOWLEDGEMENT

**AUTHORIZED CUSTOMER REPRESENTATIVE**

Acknowledged and agreed.

Signature:	
Name:	■
Title:	■
Date:	■

#### AUTHORIZED CENTEGIX REPRESENTATIVE

Acknowledged and agreed.

Signature:	
Name:	■
Title:	■
Date:	■

#### EXHIBIT A

#	Site Name	Address	City	ST	Zip	Phone (required if integrating)
---	-----------	---------	------	----	-----	---------------------------------



						with PSAP)
	Lee College	200 Lee Dr.	Baytown	TX	77520	(281) 427-5611
	Liberty Dual Credit Campus	1710 Sam Houston Ave.	Liberty	TX	77575	(832) 556-5660
	McNair Career Center	3411 E. Freeway	Baytown	TX	77521	(832) 556-5108
	Huntsville Center	168 Col Etheredge Blvd.	Huntsville	TX	77340	(936) 291-0452
	Educational Opportunity Center	4804 1-10 Ste.B	Baytown	TX	77421	(832) 556-4506