

# Hallsville Independent School District

For the Consideration of the Board of Trustees

**Date of Board Meeting:**

**Topic:** District Silent Panic Alert Technology System (SPATS)

**Background and Rationale:**

The safety and security of students, faculty, and staff are the paramount responsibility of Hallsville Independent School District. The need for a Silent Panic Alert Technology System (SPATS) is no longer a discretionary measure but a legal requirement in the state of Texas. Senate Bill 838, also known as Alyssa's Law, mandates that all public and charter schools must provide silent panic alert technology in every classroom, beginning with the 2025-2026 school year.

Hallsville ISD currently utilizes an Emergency Operations Plan (EOP) that incorporates a Standard Response Protocol (SRP), focusing on actions like Lockout, Lockdown, Evacuate, and Shelter. While these protocols establish a necessary common vocabulary and response structure, they rely heavily on traditional communication methods (e.g., public address announcements, phone calls) which can be subject to delays, human error, and exposure risk during a high-stress event.

The implementation of a modern SPATS will supplement and enhance the existing EOP and SRP by providing a direct, instantaneous, and highly accurate method of initial communication.

The total for this purchase will be \$185,794 and will be funded by the State SAFE grants.

**Vendor Quotes:**

CrisisGo-\$185,794 Year 1 & \$48,932 Year 2-5 (5 Year Total \$381,522)

FiveStone Safety- \$511,525 (5-Year Quote)


HQE Systems Inc.-\$280,199.30 (3-Year Quote)

**Relationship to Strategic Plan:** Technology Director

**Personnel Affected:** District-Wide

**Budget Implications:**

- ☒ Include in this year's budget
- ☐ Amendment of this year's budget required
- ☐ Increase in this year's budget required
- ☐ Expenditures required for next year's budget
- ☐ N/A



Signature (Person Bringing Information to the Board)



Superintendent's Signature

**Recommendation:**

Based on an evaluation of safety, communication, and cost, we recommend CrisisGo for the District's Silent Panic Alert Technology (SPAT).



## Hallsville ISD- Safety iResponse (5 Yr.)

Quote created: July 1, 2025 Reference: 20250701-094024646

**Hallsville Isd**  
14705 Woodforest Blvd  
Houston, TX 77015  
United States

### Comments

Equalis - R10 ESC  
Contract # R10-1108B

Daniel Tutt - "Regional Sales Manager" CrisisGo Inc.



# Products & Services

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## **Safety iResponse (5-year contract)**

4,800 x \$1.85 /year  
for 5 years

Per user/student (min. 500) per year.

Safety iResponse provides staff members with easy-to-use safety tools that assist them in confidently completing their tasks. Our platform empowers your staff members to recognize, prepare, address, and review incidents at all levels and to gain knowledge and experience along their designated pathways. It can be accessed on our app and through any web browser.

From daily emergency to critical crisis, deliver critical alerts and messages to staff, students, parents and visitors via mobile/desktop app and email in the fastest and flexible way. Built for high throughput emergency communication, capacity, reliability and security is highly guaranteed.

### **SAFETY PLAN:**

- Digitalize Organization's Safety Plan into Actionable Role Based Checklists - available on-line and off-line.
- Digital Maps, Documents and Emergency Contacts - available on-line and off-line.
- Drill Management. (drill planning, schedule, pre and post drill report/dashboard)

### **EMERGENCY COMMUNICATION and SITUATION AWARENESS**

CrisisGo iControl (Powerful and easy-to-use, this web-based version of the CrisisGo application brings together your community with one virtual safety command center and dashboard, which can be accessed on any type of device.

- Instant Alert for Variety of Threats (One Place to Warn).
- Customizable "Amber" Alert Types, Sounds, Icons.
- Personal Panic Notification to Designated Personnel with Optional Tracking.
- Immediate Notification to all Necessary Staff
- One-way and Two-way Communication Including Multimedia Options.
- Multiple Groups for Team Incident Management.
- Escalation of Alerts, Panics, and Reports to UpperLevel Managers and/or First Responders
- Emergency Mass Notification - email/app . (Voice and SMS provided as option)
- Cabinet Reports
- Staff, visitors, parents receiving Alert, checklist, map, checkin, report, with no login, nor app required.
- Smart EOC - Emergency Operation Center | Crisis Progress Tracking | Emergency Response Coordination | First Responders escalation/broadcast| Real-Time Evacuation Guidance | Safety Resource Access.

### **NON-EMERGENCY COMMUNICATION**



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staff from user list, and then send notification by app, email or SMS (option).

#### ACCOUNT FOR PEOPLE

- Personnel Check-In - account for people during/after incident. (Roster is with SIS integration).
- Safety CheckIn - Customizable/Flexible Scheduled Online Survey (Students, Parents, Citizens, Residents...) | Multiple Channels Delivery (SMS (if purchased), Email, App)

#### ESCALATION

- During the response process of critical situation, escalate staff and students situation awareness with first responders and law enforcement to facilitate collaboration and rescue.

#### INTEGRATION

- AlertGateway Email - Activate CrisisGo Alerts and Notifications via Inbound Email (like IT alerting)

#### TRAINING, SUPPORT AND PLATFORM

- Rollout Supporter to help safety leaders to distribute login credentials, training resource, guidance to facilitate rollout process of CrisisGo safety tool.
  - Embedded CrisisGo academy training center
  - Geo-Redundant Platform, AWS Scalability and Redundancy
  - FirstNet Verified. Available on Multiple Devices (IOS, Android, Windows, Mac, Chromebook) and Web browsers.
  - 24/7/365 Support
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**CrisisGo Safety Reunification Manager (SRM) (Per student per year pricing, minimum 500)**

CrisisGo Safety Reunification Manager (SRM) is a standalone service, working in conjunction with customer existing emergency notification system (s) like paging system or mass notification systems.

CrisisGo SRM main benefits:

- provides capabilities to school to get real time update of student and teacher safety status;
- facilitate the process to reunify students with parents;
- provide transparent situational awareness to first responders to rescue students and teachers in dangers;
- connect safety team, teachers, first responders, parents with managed 2 way emergency communication.

CrisisGo SRM main features:

- Real time student and staff safety status management (Roster Event, CheckIn)
  - Digital reunification management - Fully aligned with I Love You Guys Foundation Standard Reunification Methodology
  - Community connection for transparent situational awareness of student and staff safety status to first responders
  - Two-way emergency communication channel to connect every stakeholder
  - Ability to auto synchronization with all major SIS systems (license required)
  - Ability to auto synchronization with LDAP to manage staff information (license required)
  - Ability to Single Sign On (license required)
  - Web based safety client and safety command center without mandatory app downloading for parents
  - Mobile and desktop apps available
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4,800 x ~~\$0.50~~/year  
after 100% discount  
**\$0.00 / year**  
for 5 years

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### CrisisGo Tipline (price per student per year) (3-Year Agreement)

CrisisGo Tip Reporting provides educational institutions with a powerful, role-focused solution that simplifies the process of reporting and responding to critical incidents. By supporting anonymous reporting, efficient communication, and robust reporting and analytics, it empowers educational communities to foster a safer and more transparent environment.

#### Key Features and Benefits:

- Customizable Tip Reports
- Administrative Control: Admins can create, edit reports and customize web form entry pages.
- Role-Based Management: Assign specific roles for report types, directing them to appropriate receivers.
- Anonymous Reporting: Support for confidential tip submissions.
- Efficient Communication: Report receivers can initiate chats with reporters.
- Versatile Access: Reports can be accessed via app or webpage.
- Workflow Customization: Tailor workflows, including approval processes and conditions.
- Risk Alerting: Detect and respond to keywords or phrases in reports. Late view of submitted report alerting.
- Permission Control: Set views and access based on roles or individuals.
- Collaboration Tools: Share reports, add comments, and upload additional information.
- Monitoring and Tracking: Log all actions and submissions, set conditional due dates, and receive notifications.
- Smart Views: Create custom views, filter properties, and select displayed columns.
- Data Export: Save custom views and export data to .csv files.
- Dashboard Access: Upcoming web app access for multidimensional data analysis.
- Chart Export: Export charts in PNG format.
- Management and Reporting: Access and manage Safety Reports and report records.
- Data Source Integration: Utilize Microsoft BI for all report-related data.
- Granular Permissions: Fine-grained control for report receivers and administrators.
- Safe2SpeakUP- This application was built just for students (COPPA compliant) and is a companion app to CrisisGo. The Safe2SpeakUP app allows students to be part of the school safety network by being able to anonymously report bullying (Tip Line), inform staff of safety risks, Communicate during emergencies and Expand your safety awareness.

4,800 x ~~\$1.00 / year~~  
after 75% discount  
**\$1,200.00 / year**  
for 5 years

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**Safety Audit (3-Year contract, price per building per year)**

CrisisGo Safety Audit is designed for the organizational safety leaders to empower them with the tools to effectively design, distribute, monitor and follow up on safety data collection with the easiest and most efficient system.

- Digitalize process for collection of safety data from multiple facilities.
- Support a variety of audit purposes, EOPs, Security, Training, Mental Health and more.
- Fast Easy and fast to set up and launch.
- Monitor audit responses easily.
- Build transparent process of request, review and approval for safety documentation.

6 x ~~\$245.00 / year~~  
after 75% discount  
**\$367.50 / year**  
for 5 years

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**Safety Asset and Map Management**

Per site per year.

Special price until June 30, 2025. Pricing thereafter will be \$295/per site per year  
Deployment and Management of Safety Resources, Intelligent Maps, Beacons, AED, CPR, Door Lock, Cameras, ...

6 x ~~\$195.00 / year~~  
after 25% discount  
**\$877.50 / year**  
for 5 years

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**CrisisGo map location services setup**

Per site. One-time cost.

CrisisGo geomapping/converting and uploading Customer provided floor plan in PDF.

6 x \$150.00

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**Student Roster Sync - SIS Sync (others)**

Per database per year

1 x ~~\$595.00 / year~~  
after 10% discount  
**\$535.50 / year**  
for 5 years

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**Syncing with LDAP, Active Directory, ADFS, SSO**

Per database per year

1 x ~~\$395.00 / year~~  
after 10% discount  
**\$355.50 / year**  
for 5 years

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**Integration: CrisisGo OpenAPI**

Per customer pricing.

Initial sale requires four (4) units of Integration Implementation SKU.

1 x \$0.00 / year  
for 5 years

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**Integration: CAP**

Per site per year.

Initial sale requires 4 units of Integration Implementation SKU.

**Description**

Utilize OUTBOUND rules to push CrisisGo alerts using the CAP 1.2 standard protocol.

Examples: RiseVision, ViewSonic, Carousel, InformaCast

Learn More

<https://info.crisisgo.com/integration-cap>

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6 x ~~\$95.00 / year~~

after 50% discount

**\$285.00 / year**

for 5 years

**Integration: Avigilon Cameras**

Per site per year

Initial sale requires four (4) units of Integration Implementation SKU.

Integration Category

Integration via Avigilon API

**Description**

Get real-time insights from cameras of Avigilon Control Center.

**Use Case**

During an incident, safety team and first responders can easily access security camera live feed through CrisisGo Smart EOC (Emergency Operation Center) to help assess and determine optimal response actions to contain threats, secure critical assets, and protect people.

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6 x ~~\$245.00 / year~~

after 25% discount

**\$1,102.50 / year**

for 5 years

**Integration: Avigilon Access Control**

Per site per year

Integration Category

Integration via Avigilon API

Initial sale requires four (4) units of Integration Implementation SKU.

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6 x ~~\$245.00 / year~~

after 25% discount

**\$1,102.50 / year**

for 5 years

**Integration Implementation**

Per unit of technical integration implementation support.

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16 x \$75.00

**SMS/Text - US Domestic Services**

Emergency Mass Notification - Domestic-US SMS (First 20,000 messages included. Additional message billed at \$0.018 per message)

- Allowing safety team to send CrisisGo Alerts via SMS
- SMS backup notification for CrisisGo app users losing internet connection when an Alert is sent

1 x \$350.00

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**CrisisGo Voice Alert ( Domestic Outbound call alert)**

1 x \$455.00

20,000 Minutes. One-time cost.

When you want to expand your CrisisGo alert to enable Safety iControl mass notification via phone call so you can instantly alert your employees, visitors, parents, residents, clients in the form of a voice message or phone call.

- Automatically dials a designated number (dial string) and plays the pre-defined audio message. Alternately, text messages entered in the CrisisGo alert are automatically converted and transmitted using our Text-to-Speech engine.

-Domestic US outbound calls.

-Additional minutes over 20,000 minutes billed at \$0.02275 per minute.

-Dedicated CallerID available as option

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**Activation/Account Set-Up/Implementation (per student)**

4,800 x \$0.50

Includes activation of license(s), account set-up and implementation services.

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**CrisisGo Academy Services (2500**1 x ~~\$1,595.00 / year~~

after 20% discount

**\$1,276.00 / year**

for 5 years

Unlimited access during the term of the contract to CrisisGo Academy Learning Management Platform..

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Annual subtotal ..... \$15,982.00

after \$8,833.00 discount

One-time subtotal ..... \$5,305.00

Total ..... \$21,287.00

**Signature**

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Signature

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Date

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Printed name

**This quote expires on December 19, 2025**

### **Purchase terms**

Quote is valid for 30 days from quote date (see above).

All Fees corresponding to all one-time and first year of service must be paid in advance of the activation of CrisisGo Services listed in the Quote.

Taxes (if applicable) and Shipping (if any) are not included in the quote.

Please provide:

-Tax exemption ID or certificate:

-For the Invoice, please provide the following information:

Name of Billing Contact:

Email:

Phone:

Billing Address:

-If a Purchase Order will be used:

PO#:

PO Date:

Purchase Orders should be made out to CrisisGo. Click [here](#) for a copy of CrisisGo's W-9 form.

By signing I acknowledge that I have read and agree to the [CrisisGo Terms of Use](#).

Questions? Contact me



**Daniel Tutt**

"Regional Sales Manager"

[dan.tutt@crisisgo.com](mailto:dan.tutt@crisisgo.com)

### **CrisisGo Inc.**

800 W El Camino Real Suite 180  
Mountain View, CALIFORNIA 94040  
United States





## Hallsville ISD- Echo Panic Badges

Quote created: October 21, 2025 Reference: 20251021-150125325

### Hallsville Isd

14705 Woodforest Blvd  
Houston, TX 77015  
United States

### Comments

Echo panic system: panic badges, gateway routers, BLE beacons

Equalis - R10 ESC  
Contract # R10-1108B

Daniel Tutt - "Regional Sales Manager" CrisisGo Inc.



# Products & Services

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## **ECHO Badge -EW-SENS1162**

840 x \$85.00

CHO Badge is a next-generation safety wearable designed to elevate staff protection and emergency response without the complexity or cost of traditional systems. Built on the Moko LW006 platform and powered by CrisisGo firmware, it combines LoRaWAN communication, 2-way alerting, and precise location tracking using existing BLE or WiFi networks—with GPS as a fallback.

Unlike limited-functionality buttons, ECHO Badge not only sends alerts but also receives real-time updates, ensuring staff remain informed throughout any incident. Its versatility supports role-based configurations, including badge, button, or watch, offering tailored safety for every staff member.

Staff notifications are delivered across classroom screens, strobe lights, SMS, email, PA systems, and more. During high-stakes moments, staff can connect instantly with first responders, send confirmation messages, and enable visual reunification and controlled release for daily dismissals or emergencies.

The device enables interactive map integration, real-time accountability for individuals, and situational awareness dashboards—without the burden of installing complex proprietary infrastructure.

With a low profile, IP66 waterproof rating, and three-month rechargeable cycle, ECHO Badge ensures reliability and comfort. Deployment is simple, fast, and cost-effective—backed by a platform trusted across diverse environments like schools, hotels, and corporate campuses.

ECHO Badge offers exceptional safety performance without trade-offs—bringing smart, scalable protection within everyone's reach.

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## **ECHO Cellular Gateway Gen 2 - sens1042-kit2**

40 x \$419.00

Includes:

Tektelic Kona Micro Cellular Gateway Gen 2 (2 x SIM slot, 4hr battery backup, LoRaWAN antenna, PoE support, and power adapter included).

BSP 7.1.12.1

1-Yr Warranty

1-Yr OA&M License

CrisisGo Provisioning for AWS and OA&M .

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## **ECHO Cellular Services - EW-WSIM5279**

40 x \$75.00 / year

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**ECHO EYE Beacon - EW-SENS711**

1,100 x \$25.00

Teltonika BGTSID1 Eye Beacon-BLE

More info: [https://wiki.teltonika-gps.com/view/EYE\\_BEACON/\\_/BTSID1](https://wiki.teltonika-gps.com/view/EYE_BEACON/_/BTSID1)Volume discount available

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**Certified CrisisGo LoRaWan Onsite Installation service**

6 x \$2,500.00

Per Day, including T&E.

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### CrisisGo IOT services

Billed per LoRaWan IOT device (panic device, gateway, strobe light, io controller.. ),  
per year

880 x ~~\$35.00 / year~~  
after 20% discount  
**\$24,640.00 / year**  
for 5 years

As mandates like Alyssa's Law require schools and organizations to strengthen emergency response capabilities, the CrisisGo IoT Service offers a scalable solution for deploying and managing panic buttons, gateways, and indoor location devices.

With just a single press, authorized users can trigger lockdowns, notify safety teams, and initiate real-time emergency communication. The system enhances location accuracy, situational awareness, and device accountability.

#### Core Features:

- One-button emergency activation to trigger alerts instantly.
- Real-time alerting to safety teams, administrators, and first responders.
- Advanced geolocation tracking modes, including GPS and indoor BLE/LoRaWAN or using BLE beaconing from existing WiFi Access Points.
- Dynamic location updates for mobile responders and device tracking.
- Integration with campus maps and floor plans for precise navigation.

#### New (included since version 6.30) IoT Deployment & Management Module

A powerful enhancement designed to streamline the deployment, tracking, and maintenance of IoT safety infrastructure.

#### Key Benefits & Capabilities:

- ✓ Pre-plan installation points on building maps via CrisisGo iControl.
- ✓ Batch upload and manage hundreds of deployment points efficiently.
- ✓ Role-based access control for admins, support staff, and third-party installers.
- ✓ Installer mobile app (Android) for scanning, installing, labeling, and testing devices on-site.
- ✓ Device health monitoring to flag offline, low battery, or unresponsive beacons.
- ✓ Automated status classification (Normal, Abnormal, Untested).
- ✓ In-app photo capture and notes during installation for audit trail.
- ✓ Searchable device inventory across buildings, floors, and types.
- ✓ Real-time updates for installation status and maintenance progress.
- ✓ Flexible editing and re-testing tools to maintain device integrity over time.
- ✓ Email-based installer onboarding and task assignment with tracking.

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### Shipping cost

1 x \$897.00

Shipping cost based upon ship to address.

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Annual subtotal .....	\$27,640.00
after \$6,160.00 discount	
One-time subtotal .....	\$131,557.00
Total .....	\$159,197.00

**Signature**

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

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    PO#:

    PO Date:

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**Daniel Tutt**

"Regional Sales Manager"

[dan.tutt@crisisgo.com](mailto:dan.tutt@crisisgo.com)

**CrisisGo Inc.**

800 W El Camino Real Suite 180  
Mountain View, CALIFORNIA 94040  
United States





## Hallsville ISD-Gatekeeper

Quote created: October 22, 2025 Reference: 20251022-115400407

### Hallsville Isd

14705 Woodforest Blvd  
Houston, TX 77015  
United States

### Comments

Equalis - R10 ESC  
Contract # R10-1108B

Daniel Tutt - "Regional Sales Manager" CrisisGo Inc.



# Products & Services

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## Safety iPass base (5-year agreement)

4,800 x \$0.80 / year  
for 5 years

Per student/user per year. (min 500)

Safety iPass is a standalone or integrated Visitor Management solution including:

- 1. User Management; Optional to sync with LDAP and others; Optional to sync with SIS
- 2. Message group for coordination of tasks, and escalate alert for intruders or other issues.
- 3. Mobile/Desktop app for staff and parents; Student app for students
- 4. Academy training

Optional Addon:

GateKeeper for Visitor Management

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## GateKeeper

Per site per year (requiring Safety iPass base license)

Strengthen facility access control with GateKeeper, a key component of Safety iPass.

The CrisisGo GateKeeper Visitor Management system is an advanced solution designed to enhance school safety by efficiently managing and monitoring the access of visitors, contractors, volunteers, and others. This system streamlines the visitor check-in process, ensuring that only authorized individuals can enter the premises. It includes features such as instant background checks, visitor badges, and real-time notifications to the safety team for individuals on blacklists or sexual predator lists. GateKeeper integrates seamlessly with CrisisGo's iResponse Emergency Alerting and Communication platform, as well as existing safety protocols and systems, providing a comprehensive approach to security. By automating visitor management, CrisisGo GateKeeper helps schools maintain a secure environment while minimizing administrative burden and ensuring compliance with safety standards.

This module safeguards entry points by managing visitor access and responding swiftly to access requests. GateKeeper's advanced features, including visitor tracking and authorization protocols, sexual predator and background checks contribute to a secure school environment where only approved individuals gain access.

### INCLUDED:

CrisisGo App for Staff - Facility Access Authorization to Visitors, Volunteers, and Contractors | Background Check | High-Risk Visiting Alert | Visitor Movement Monitoring within the Facility

CrisisGo App for Visitors - Pre-visitor Registration | Digital Entry Code | Auto-enrolled in Safety Communication Group of the Building During Visiting

Hardware requirements: <https://help.crisisgo.com/en/articles/9661584-gatekeeper-front-desk-system-requirements>

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6 x ~~\$350.00~~/year  
after 30% discount  
**\$1,470.00 / year**  
for 5 years

Annual subtotal .....	\$5,310.00
after \$630.00 discount	
Total .....	\$5,310.00

## Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name



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**PO#:**

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**By signing I acknowledge that I have read and agree to the [CrisisGo Terms of Use](#).**

**Questions? Contact me**



**Daniel Tutt**

"Regional Sales Manager"

dan.tutt@crisisgo.com

**CrisisGo Inc.**

800 W El Camino Real Suite 180  
Mountain View, CALIFORNIA 94040  
United States

# FIVESTONES SAFETY

Texas Department of Public Safety License - B22990301

## Customer

Hallsville Independent School District  
311 Willow St.  
Hallsville, Texas 75650  
Superintendent: Mr. John Martin

Sales Rep: Cullum/Hawkesworth  
TIPS #: 240101  
791 Purch #: 791202303001

## Quote

Submitted on: 10/5/2025  
(Valid 60 days)  
Quote #: Lindale ISD 5 Year  
Terms (Years): 5

Product Item / Fee	*Sites	Annual Rate Per-Site (MSRP)	Estimate All Sites (MSRP)
<b>SAFETY PLATFORM with CrisisAlert™</b>			\$280,000
Standard Sites	7	\$8,000	\$280,000
Unique Sites	0	\$4,500	\$0
Safety Blueprint (Core)	7	\$1,000	Included
Visitor Management (Core)	7	\$1,000	Included
Enhanced Safety Blueprint	0	\$1,000	\$0
Enhanced Visitor Management	0	\$1,000	\$0
Catapult EMS	7	\$1,000	Included
<b>Annual Fees - Safety Platform</b>			
Wireless Backup	7	\$200	\$7,000
<b>Annual Fees - Visitor / Volunteer Management</b>			
OneRoster Integration	7	\$250	\$8,750
GG4L Integration (Ascender)	0	\$250	\$0
Volunteer Management Integration	0	\$100	\$0
<b>Annual Fees - Catapult EMS</b>			
Reunification & Two Messaging	7	\$900	\$31,500
<b>Full-Term Platform and Fees Sub-totals:</b>			<b>\$327,250</b>
<b>One Time Fees - CrisisAlert™</b>			
Set Up / Implementation / Maintenance & Support	7	\$2,500	\$17,500
On-Site Installation - Gateway Cabling & Installation	7	\$3,000	\$21,000
On-Site Installation - Strobes & Beacons	7	\$15,000	\$105,000
On-Site Responder Training & Staff Badge Training	7	\$3,500	\$24,500
Shipping	7	\$400	\$2,800
<b>One Time Fees - Safety Blueprint™</b>			
Remote Installation and Remote Training (Core)	7	\$1,000	Included
Implementation & Training (Enhanced)	0	\$1,000	\$0
Basic Asset Identification	7	\$1,100	\$7,700
<b>One Time Fees - Visitor / Volunteer Management</b>			
Remote Installation And Remote Training (Core)	7	\$250	Included
Remote Installation And Remote Training (Enhanced VM)	0	\$250	Included
SIS/API Integration Setup	7	\$250	Included
Visitor Starter Kit (Printer & Scanner per site)	0	\$150	\$0
Visitor & Student Starter Kit (Printer & Scanner per site)	7	\$250	\$1,750
Visitor Locating Badges (10 count - Enhanced)	0	Included	Included
Visitor Locating Badges (Additional 10 count - Enhanced)	0	\$400	\$0
Volunteer Management Set-Up (one-time district cost)	0	\$2,000	\$0
Shipping (if applicable)	0	\$30	\$0
<b>One Time Fees - Catapult EMS</b>			
Implementation / Set-Up Fee	7	\$575	\$4,025
<b>One-Time Fees Sub-totals:</b>			<b>\$184,275</b>

### NOTES:

Quote includes site mapping and training, along with software licensing and hardware warranty and support based on the term selected.

\*Preliminary site count listed pending a final site list from customer.

Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

FIVESTONES SAFETY will invoice based on the following billing milestones:

- 50% invoiced upon the PO date/order date
- 40% invoiced upon completing of installation
- Final 10% invoiced upon CrisisAlert Safety Platform going live.

\*All invoices are payable on Net 30 terms.

Contract Total	\$511,525

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(972)567-3643

PO Box 665 Argyle, Texas

craig@fivestonesafety.com

Count	Site Name (what the district calls the site)	Address 1	City	State	Zip	Phone (required if
1	Hallsville High School	616 Cal Young Road	Hallsville	TX	75650	
2	Hallsville Jr High School	1 Bobcat Lane	Hallsville	TX	75650	
3	Hallsville Intermediate School	401 Waldron Ferry Rd.	Hallsville	TX	75650	
4	Hallsville Elementary School East	422 Galilee Road	Hallsville	TX	75650	
5	Hallsville Elementary School West	2000 East Loop 281 South	Longview	TX	75605	
6	Hallsville Elementary School North	200 Billie Martin Pwky.	Hallsville	TX	75650	
7	Hallsville ISD DAEP	206 Green Street	Hallsville	TX	75650	
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13	SITES NOT INCLUDED IN THIS QUOTE					
14	Administration Building	311 Willow St.	Hallsville	TX	75650	
15	Maintenance	300 Willow St.	Hallsville	TX	75651	
16	Transportation	300 Willow St.	Hallsville	TX	75652	
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# Hallsville ISD

## Panic Buttons

Proposal Reference Number: 006cw00000FOile

Date Submitted: Dec 1, 2025

### Prepared For

Hallsville Independent School District  
ATTN: Ms. Deanna Smith  
POC Title: Technology Department Secretary  
POC Phone: (903) 668-5990 Ext 5701  
POC Email: DSmith1@HISD.com  
P.O. Box 810  
Hallsville, TX 75650

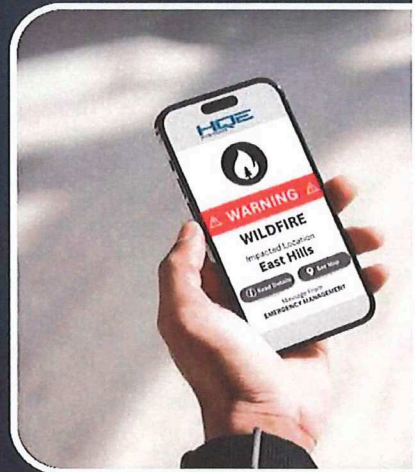
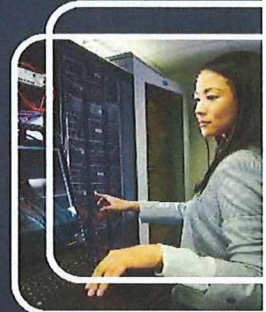


### Approved By

#### HQE Systems, Inc.

POC Name|Title: Qais Alkurdi | CEO  
POC Phone: (800) 967-3036  
POC Email: Contracts@HQESystems.com  
27348 Via Industria, Temecula, CA 92590

PROPRIETARY INFORMATION





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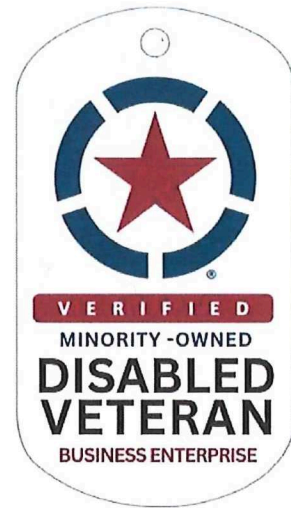


## 1. Transmittal Letter

Thank you for considering HQE Systems, Inc., a Minority-Owned, Certified Service Disabled Veteran Business Enterprise (DVBE), as your partner for a reliable and advanced **Unified Mass Notification System (UMNS)**. HQE's MNS Alert and Warning Software is designed to help your organization deliver fast, effective emergency communications across multiple channels (electronic, indoors, and outdoors), ensuring the safety of your people and assets during critical events.

### Why HQE's EMNS Solution?

- **Multi-Channel Alerts:** Deliver emergency notifications through SMS, email, voice calls, digital signage, outdoor sirens, desktop pop-ups, and social media.
- **FEMA IPAWS Certified:** Send alerts through the Integrated Public Alert and Warning System (IPAWS), including Wireless Emergency Alerts (WEA) and Emergency Alert System (EAS).
- **Geo-Targeted Messaging:** Reach only those in affected areas with location-based alerts.
- **Reliability You Can Trust:** Built for 24/7 operation with redundancy and scalability to meet the needs of any organization.
- **User-Friendly Platform:** Simple, intuitive software with pre-configured templates for fast, efficient alerting during any emergency.
- **Seamless Integration:** Easily connects to your existing systems, such as sirens, digital displays, and access control.
- **108 Language Support:** Communicate effectively with diverse audiences using real-time alerts available in 108 different languages, ensuring clarity for all recipients.
- **Real-Time ThreatSense Weather Monitoring:** Stay ahead of severe weather events with integrated, real-time monitoring and automated alerts tailored to your location.
- **Intuitive, Easy-to-Use Software:** Designed with simplicity in mind, requiring little to no training so users can quickly and confidently issue alerts during emergencies.



This proposal is valid for 30 days, and pricing is subject to change after the validity date.

Point of Contact: Micah Reedy  
Phone: (704) 794-4587  
Email: Micah.Reedy@hqesystems.com

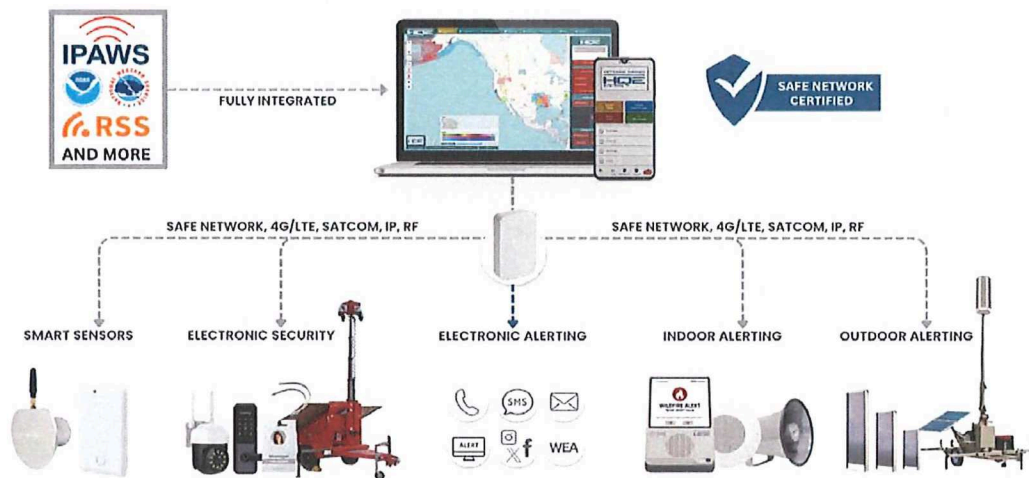
Thank you for this opportunity, and we look forward to working with you.

Sincerely,

**Qais Alkurdi**  
Chief Executive Officer  
Retired / Disabled Veteran  
HQE Systems, Inc.

## 2. HQE Systems, Inc. - Comprehensive In-House Capabilities

At HQE Systems, Inc., we deliver **integrated, turnkey solutions** for your security, safety, and mass notification needs. Our services streamline operations, lower costs, and ensure your organization is protected and prepared.



### Products & Services

- **Mass Notification Systems (MNS):** Clear and timely communication across any environment.
  - **Outdoor Systems:** Sirens and voice-tone systems for wide-area alerts with real-time monitoring.
  - **Indoor Systems:** Public address, digital signage, and networked TVs for internal messaging.
  - **Electronic Alerts:** FEMA IPAWS-compliant SMS, email, voice calls, and social media integration.
- **Electronic Security Systems (ESS):** Advanced solutions to protect people, property, and operations.
  - **CCTV Systems:** High-definition video surveillance for monitoring and analysis.
  - **Access Control:** Secure entry points with credentialing and monitoring.
  - **Intrusion Detection:** Automated alerts for unauthorized access.
- **Software Engineering:** Custom software to optimize performance.
  - **Custom Applications:** Scalable and tailored to your needs.
  - **AI-Driven Technology:** Automate decision-making and improve efficiency.
  - **Seamless Integration:** Smooth connectivity across platforms.
- **Technical Services:** Installation, upgrades, and long-term maintenance.
  - **Preventive Maintenance:** Regular checks to address issues early.
  - **Upgrades:** Transition to state-of-the-art systems with minimal disruption.
  - **Corrective Maintenance:** Rapid action to restore functionality.
- **Consulting Services:** Expert guidance in IT, MNS, ESS, and safety/security strategies.

HQE Systems delivers innovative, reliable solutions to protect people, property, and operations.

### 3. FORTRESS Panic Button System

#### Overview

The **FORTRESS System** from HQE Systems is a next-generation hybrid cloud and hardware-based **emergency alert and panic button platform** designed to protect students, staff, and facilities through rapid communication and real-time threat management. Built for schools, government, and public-sector clients, FORTRESS offers **instant, location-aware emergency alerting** across mobile apps, room-level devices, and staff badges.

#### Key Components of the FORTRESS Solution Kit

Each FORTRESS deployment includes both software and hardware elements to create a unified emergency response environment. Below is a breakdown using a **Unified School District** as the deployment example.

##### 1. FORTRESS Software (Cloud-Based System Core)

The brain of the system, FORTRESS software, powers the entire alert ecosystem.

#### Includes:

- Web-based admin and monitoring portal
- User role management (admin, staff, safety officers)
- Mobile app support (iOS and Android)
- Event logging and analytics dashboard

#### Requirements:

- Dedicated server or cloud environment
- FORTRESS software license (per site or district)
- *Alert Bundle Package* – Covers usage-based outbound alerts (voice/SMS).

#### Optional:

- SIS integration (Labor + API configuration)
- Cloud labor setup if hosting in HQE's environment

##### 2. FORTRESS Mobile App

Available for staff, safety officers, and optionally parents and students.

#### Features:

- Digital panic button interface
- GPS location tagging during emergencies
- User-specific registration (linked to their role)
- ThreatSense notifications (local threats, lockdowns, etc.)



### 3. FORTRESS Primary Site Gateway

A critical communications hub that links all wireless components and ensures alerts are transmitted in real time even during internet outages.

**Key Specs:**

- Dual connectivity: LTE cellular SIM + wired Ethernet (CAT5) + WiFi
- Mountable 8" x 10" enclosure (subject to future design upgrades)
- Requires ~2 hours of installation labor by 1 certified technician

**Function:**

- Local signal relay for Room Beacons and Personnel Badges
- Backup alert path if internet or power is lost

### 4. FORTRESS Room Beacons

Room-level, battery-powered devices that allow precise identification of emergency locations.

**Features:**

- Compact (up to 2" x 2") ruggedized design
- Magnetic mount – easily attaches to whiteboards, door frames, shelves
- 3+ years battery life (replaceable coin/watch battery)
- Wireless mesh communication with Gateway
- One beacon per room (classroom, office, etc.)

### 5. FORTRESS Personnel Badges

Wearable or mountable panic button devices for all school personnel, and optionally for students.

**Features:**

- Instant alert transmission at the press of a button
- Ruggedized plastic housing
- Customizable with school logo, ID photo, name, access control functionality (Option)
- Battery powered
- Wearable on lanyards or clip-on
- Optionally used by students (for reunification or location tracking)

**Capabilities:**

- Panic button (single press or double-press options)
- Location awareness via Room Beacons
- Integrates with access control systems (door access)
- Can receive localized ThreatSense alerts during incidents

### 6. Optional Add-On: Parent Reunification App

Parents can use the **FORTRESS Parent App** to:

- Locate their children during a crisis
- Receive verified updates from the school
- Assist in controlled reunification efforts

### System Highlights

- **Hybrid Architecture:** Combines on-premise devices with cloud-hosted software for resiliency.
- **High Availability:** Gateways ensure alerts are transmitted even when the internet is down.
- **User-Centric:** Role-based permissions and mobile tools for staff, administrators, and parents.
- **Scalable:** Supports any number of rooms, staff, and alert zones.
- **Cost-Efficient Alerting:** HQE keeps alert pricing low to deliver greater value in software and services.

### Summary of What the Client Receives

Component	Description
FORTRESS Software	<ul style="list-style-type: none"> <li>• Cloud platform with admin dashboard, mobile apps, and SIS integration</li> </ul>
FORTRESS Mobile App	<ul style="list-style-type: none"> <li>• Panic functionality, GPS alerts, ThreatSense notifications</li> </ul>
FORTRESS Gateway (1 per site)	<ul style="list-style-type: none"> <li>• LTE/Local IP-enabled communications bridge for alerts</li> </ul>
FORTRESS Room Beacons	<ul style="list-style-type: none"> <li>• Battery-powered room-based wireless panic location identifiers</li> </ul>
FORTRESS Personnel Badges	<ul style="list-style-type: none"> <li>• Wearable panic buttons; optional custom-branding with optional ID/access features (can be used as access control badges)</li> </ul>
Optional: Parent App	<ul style="list-style-type: none"> <li>• Monthly subscription for family location awareness and reunification</li> </ul>

### Deployment & Support

- HQE provides full **installation labor, onboarding, training, and remote support.**
- Optional 24/7 support and monitoring available under HQE SLA contracts.
- Integration with existing school technologies (e.g., intercom, CCTV, or access control) is fully supported.

#### 4. Project Approach (Full Turnkey Solution)

#	Category	Details to Complete
1	Product/Service Offered	<b>FORTRESS Panic Buttons</b> <ul style="list-style-type: none"> <li>Product: FORTRESS</li> <li>Offered As: Hybrid (Software as a Service and On-Prem Hardware)</li> </ul>
2	General Scope of Work	<b>Scope of Work - General Overview</b>  <p>HQE will deliver and deploy a hybrid On-Prem and Cloud-based Panic Buttons System for Hallsville ISD, powered by the SiRcom SMART Alert (SiSA) software platform.</p> <p>This secure, browser-accessible system will enable Hallsville ISD to:</p> <ul style="list-style-type: none"> <li>Quickly send emergency alerts via multiple channels (SMS, voice, email, social media, etc.)</li> <li>Reach targeted audiences based on location or group</li> <li>Operate from any internet-connected device, no software install or app required</li> <li>IF a mobile application for the "mobile application panic" button is required, the user must download the SiRcom Mobile Application.</li> </ul> <p>The solution will be deployed as a Hybrid model (On-Prem and Cloud), fully configured and supported by HQE Systems.</p>
3	Baseline Included Features	<b>SiRcom Panic Button System</b>  <p>Annual Service Package Overview  <b>Product:</b> FORTRESS Software  <b>Delivery:</b> Hybrid (On-Prem and Cloud-Based), Accessible from any internet browser  <b>App download required</b>, to use SiRcom Mobile Application (digital panic button)</p> <hr/> <b>What's Included</b> <ul style="list-style-type: none"> <li><b>Unlimited Users &amp; Admins</b> <ul style="list-style-type: none"> <li>Add as many people as needed, no extra cost per user</li> </ul> </li> <li><b>SMS/Voice Call Credit</b> <ul style="list-style-type: none"> <li>Includes <b>25,000</b> alerts (texts or calls) annually</li> <li>Texts are sent manually or automatically to intended recipient groups (ISD leadership, administrators, first responders, guardians, etc.).</li> <li>More SMS/Voice call alerts can be purchased if desired.</li> </ul> </li> <li><b>Unlimited Email Alerts</b> <ul style="list-style-type: none"> <li>No cap on email notifications</li> </ul> </li> <li><b>Panic Button Hardware Kits</b> <ul style="list-style-type: none"> <li>Includes:</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>■ QTY 10, FORTRESS Backbone Gateway (1 Per Building) <ul style="list-style-type: none"> <li>● Installed at each school/building to integrate in FORTRESS Room Beacons</li> </ul> </li> <li>■ QTY 300, FORTRESS Room Beacons (1 Per Room) <ul style="list-style-type: none"> <li>● Non-penetration installation (2 sided tape, or place on shelf).</li> <li>● Battery operated (battery life up to 2 years)</li> </ul> </li> <li>■ QTY 900, FORTRESS Individual Wearable Panic Buttons <ul style="list-style-type: none"> <li>● Battery operated (battery life up to 2 years)</li> </ul> </li> </ul> <hr/> <p><b>Training &amp; Onboarding</b></p> <ul style="list-style-type: none"> <li>● <b>Initial Training</b> (up to 1 hour) <ul style="list-style-type: none"> <li>○ For Super Admins, Admins, and Users <b>at each school after the panic buttons are installed</b></li> </ul> </li> <li>● <b>Virtual Training</b> (up to 8 hours) <ul style="list-style-type: none"> <li>○ Multiple sessions for Super Admins, Admins, and Users for the ISD.</li> </ul> </li> <li>● <b>Annual Refresher Training</b> (up to 8 hours) <ul style="list-style-type: none"> <li>○ Ongoing training to keep your team sharp</li> </ul> </li> <li>● <b>Expert Consultation</b> (up to 8 hours) <ul style="list-style-type: none"> <li>○ Help with alert message templates, workflows, and SOPs <i>Delivered by former FEMA and public safety alert experts</i></li> </ul> </li> </ul> <hr/> <p><b>Customer &amp; Technical Support</b></p> <p>HQE provides 5-Star Rated Support with tiered response times based on the urgency of your issue:</p> <ul style="list-style-type: none"> <li>● <b>Emergency Support – Response within 1 hour (24/7)</b> <ul style="list-style-type: none"> <li>○ For issues that directly impact or prevent an actual alert from being sent</li> <li>○ Example: Panic button testing fails to transmit, system freezes during live activation</li> </ul> </li> <li>● <b>High Priority Support – Response within 24 hours</b> <ul style="list-style-type: none"> <li>○ For issues affecting system features, but not preventing alerts from being delivered</li> <li>○ Example: Message templates not loading, reporting tool not functioning properly</li> </ul> </li> <li>● <b>Non-Urgent Support – Response within 48 hours</b> <ul style="list-style-type: none"> <li>○ For general questions, administrative help, or sales and contract inquiries</li> <li>○ Example: Billing question, user access update, training request</li> </ul> </li> </ul>
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		Your support request will be triaged and resolved according to its priority level, ensuring rapid resolution for mission-critical issues.
5	Service Period	<p><b>Service Term Overview</b></p> <p>Base Year (Year 1)</p> <ul style="list-style-type: none"> <li>Start Date: TBD</li> <li>End Date: TBD</li> </ul> <p>Optional Renewal Years: Each optional year renews on the anniversary of the original start date.</p> <ul style="list-style-type: none"> <li>Option Year 2: TBD</li> <li>Option Year 3: TBD</li> <li>Option Year 4: TBD</li> <li>Option Year 5: TBD</li> </ul>
6	Implementation Timeline	<ul style="list-style-type: none"> <li>Baseline Software: Estimated up to 30 workdays to complete the deployment and configuration of the software.</li> <li>Additional workdays will be added for each additional optional bundle and feature being added to the proposed offer.</li> </ul>
7	Payment Schedule	<p><b>Payment Schedule</b></p> <p>We've structured our payment terms to ensure clarity, fairness, and flexibility for your team.</p> <ul style="list-style-type: none"> <li>Initial Payment: 100% of the total contract amount is due at contract signing. This allows HQE to begin deployment and resource allocation immediately.</li> <li>Payment Terms: All invoices are due within 30 days of the invoice date (Net 30).</li> </ul> <p>Our goal is to keep the process smooth and transparent, so you can focus on implementation, not administration.</p>
8	Proposal Validity Period	<ul style="list-style-type: none"> <li>This proposal is valid for 30 days from the date issued.</li> </ul>
9	Additional Notes & Terms	<p><b>Additional Notes &amp; Terms</b></p> <ul style="list-style-type: none"> <li>Change Orders: Any work outside the defined scope will require written approval and may impact the final cost or timeline.</li> <li>Force Majeure (Uncontrollable Events): HQE is not responsible for delays or interruptions caused by circumstances beyond our control, such as natural disasters, pandemics, labor disputes, or government actions.</li> <li>Warranty Coverage: HQE provides a limited warranty covering defects in materials and workmanship. It does not apply to damage caused by misuse, unauthorized changes, or external events.</li> <li>Confidentiality: This proposal is confidential and intended only for Hallsville ISD. Do not share or distribute without written permission from HQE Systems.</li> <li>See SLA for all Terms and Conditions</li> </ul>

## 5. Pricing

#	Proposed Project Cost Quote (Multiple Year Packages)	Year 1 (Installations & License)	Year 2 (Only Recurring License Costs)	Year 3 (Only Recurring License Costs)
1	Initial Quote Total	\$199,620.92	\$39,354.52	\$41,223.86
2	Offered Discount %	0.00%	0.00%	0.00%
3	Total Discount \$	\$0.00	\$0.00	\$0.00
4	Total After Discount	\$199,620.92	\$39,354.52	\$41,223.86
5	Total Tax %	Hallsville ISD - Tax Exempt		
6	Total Tax \$			
7	Final Quote Total	\$199,620.92	\$39,354.52	\$41,223.86

### At Not Additional Cost - Value Added Offer

#	No Cost Offer	QTY	Service Value
1	<ul style="list-style-type: none"> <li>Desktop Alerts: Emergency alerts take over network school computer screens to notify the user of the potential threat and actions to take.</li> </ul>	<ul style="list-style-type: none"> <li>QTY 1 / ISD</li> </ul>	<ul style="list-style-type: none"> <li><del>\$8,500</del></li> </ul>
2	<ul style="list-style-type: none"> <li>Alerting SOP &amp; Messaging Executive Assessment Survey: Former DHS FEMA / Law Enforcement Officer review of the current SOPs, workflows, and messaging to identify any current high risk gaps.</li> </ul>	<ul style="list-style-type: none"> <li>QTY 1 / ISD</li> </ul>	<ul style="list-style-type: none"> <li><del>\$5,950</del></li> </ul>
3	<ul style="list-style-type: none"> <li>Inclusive Alerting Executive Assessment Survey: World Institute on Disability (WID) SME assessment of existing ADA compliance with emergency alerting.</li> </ul>	<ul style="list-style-type: none"> <li>QTY 1 / ISD</li> </ul>	<ul style="list-style-type: none"> <li><del>\$3,950</del></li> </ul>

### Additional Alerting Capabilities From HQE

#	Optional Capabilities	QTY	Discounted Unit Price
1	<ul style="list-style-type: none"> <li>Outdoor Warning Siren Kit (Clear Voice and Tone)</li> </ul>	<ul style="list-style-type: none"> <li>QTY 1 / Per School</li> </ul>	<ul style="list-style-type: none"> <li><del>\$25,000</del></li> <li>Discounted Price: \$19,500</li> </ul>
2	<ul style="list-style-type: none"> <li>Indoor Public Address Integrations To The Alert System</li> </ul>	<ul style="list-style-type: none"> <li>QTY 1 / Per School</li> </ul>	<ul style="list-style-type: none"> <li><del>\$6,500</del></li> <li>Discounted Price: \$5,500</li> </ul>
3	<ul style="list-style-type: none"> <li>Full Emergency Alert Mass Notifications Software (FEMA IPAWS &amp; NWS Weather Alerting) <ul style="list-style-type: none"> <li>SMS / Voice Calls</li> <li>Emails</li> <li>Social Media</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>QTY 1 / Per ISD</li> <li>Upgrade to the SiRcom SMART Alert (SiSA) Software</li> <li>The SiSA platform is a fully unified mass</li> </ul>	<ul style="list-style-type: none"> <li><del>Add \$27,000</del></li> <li>Add \$15K (per year) to the current recurring software license fee to turn on the</li> </ul>

	<ul style="list-style-type: none"> <li>○ Surveys</li> <li>○ Controls Indoor Public Address and Outdoor Sirens</li> <li>○ Geo-Fence Alerts</li> <li>○ English to Foreign Language (preferred alerts) Translation</li> </ul>	notification system designed to manage and deliver critical alerts across multiple channels. It supports digital panic button functionality, indoor public address (PA) systems, and outdoor warning sirens, all from a centralized, easy-to-use interface.	full feature of this SISA software. <ul style="list-style-type: none"> <li>● For SMS/Voice Call Bundles, add:</li> <li>● Per 100K Alerts = \$3,000</li> </ul>
4	<ul style="list-style-type: none"> <li>● <b>Parent Reunification Mobile Application</b> <ul style="list-style-type: none"> <li>○ Enables easy link up during a crisis with their student.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● QTY 1 / Per ISD</li> </ul>	<ul style="list-style-type: none"> <li>● <del>\$17,950</del></li> <li>● \$11,950</li> </ul>

Note: Line items #1 and #2 are discounted if purchased with this panic button proposal.



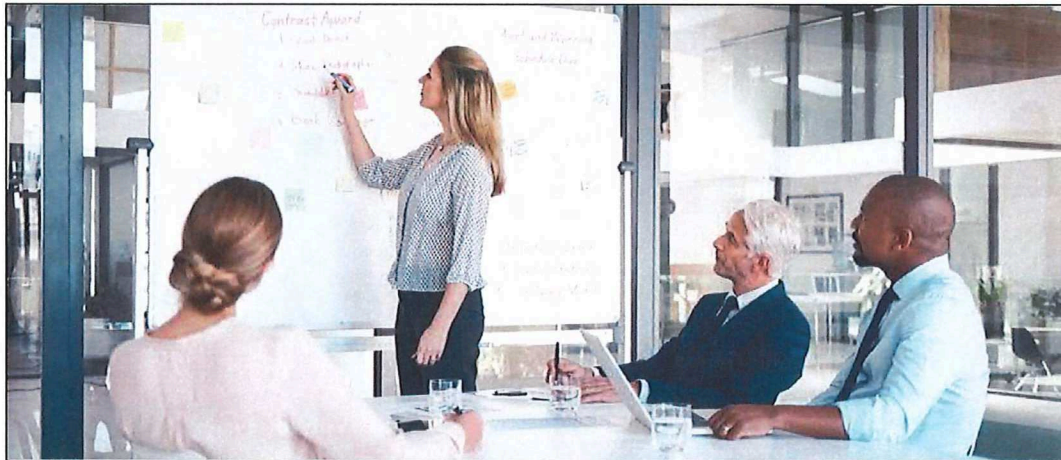
## 6. About HQE Systems

HQE Systems, Inc. is a Minority-Owned, Disabled Veteran Business Enterprise (DVBE) with over a decade of experience delivering innovative, high-performance solutions for **emergency alert, security, and communications systems**. With a proven record of executing **over 100 large-scale projects**, HQE has earned its reputation as a trusted partner in the design, installation, integration, and maintenance of systems critical to safety and operational success.

HQE excels in addressing **complex technical requirements**, offering solutions that are fully compliant with industry standards such as FEMA IPAWS, NFPA 72, ADA, and Department of Defense cybersecurity certifications. Our approach ensures not only system performance but also long-term reliability, scalability, and value.



### Why HQE is the Right Partner



- **Proven Expertise Across Disciplines:** HQE combines expertise in Mass Notification Systems (MNS), Electronic Security Systems (ESS), and advanced software development. This allows us to provide integrated, turnkey solutions tailored to meet specific client requirements, reducing complexity and ensuring seamless system performance.
- **Financial Stability:** HQE's strong financial foundation and resource availability enable us to manage projects of any size without delays or disruptions. Our financial resilience ensures that your investment is secure and that we can deliver on-time and within budget.
- **Commitment to Compliance:** Our deep understanding of industry standards ensures that every system we design and deploy meets or exceeds regulatory requirements. Whether it's emergency

notification compliance with FEMA IPAWS or cybersecurity protections mandated by the Department of Defense, HQE has the expertise to navigate and address complex compliance landscapes.

- **Scalable and Future-Ready Solutions:** HQE designs systems with scalability in mind, ensuring that they can grow alongside your organization's evolving needs. Whether upgrading legacy systems or preparing for future expansions, HQE ensures you stay ahead of industry advancements.

**Dedicated, Certified Team:** Every HQE project is handled by a team of certified professionals with deep expertise in safety and security systems. Our staff includes:

- **Certified Systems Engineers:** Experts in designing and integrating compliant MNS and ESS solutions.
- **PMP Certified Project Managers:** Skilled leaders who ensure projects are delivered on time and within budget.
- **Certified Installation Specialists:** Trained low and high-voltage technicians who meet all client and regulatory standards for system deployment.

Our team is committed to understanding your technical requirements and operational goals, ensuring precision and attention to detail from start to finish.

**Risk Mitigation and Reliability:** HQE takes a proactive approach to managing risk by:

- Conducting detailed risk assessments during the design and implementation phases.
- Offering preventive maintenance services to minimize downtime and extend system life.
- Ensuring redundancy in critical systems to guarantee reliability during emergencies.

Our focus on risk mitigation ensures your systems are resilient, dependable, and always ready to perform.

### Exceptional Past Performance



**Experience with Complex Projects:** HQE has completed projects for clients with sophisticated technical and operational requirements. These include:

- **Multi-Facility Notification Systems:** Integrated MNS solutions for campuses, industrial sites, and government facilities.
- **Nationwide Security Upgrades:** Large-scale ESS implementations, including CCTV, access control, and intrusion detection, integrated with AI-powered analytics.



- **Critical Infrastructure Protection:** Custom solutions for high-security government sites, ensuring compliance with Department of Defense standards.

**Recognition for Excellence:** Over the last three years, HQE has earned a 5-star performance rating from the Department of Defense for delivering projects with exceptional quality, timeliness, and customer satisfaction.

### Comprehensive Training, Warranty, and Support Services

**Training:** HQE offers customized training sessions to empower client teams with the skills to operate and maintain systems effectively. This includes:

- Hands-on training for system operation and troubleshooting.
- Emergency response protocols tailored to real-world scenarios.
- Maintenance best practices to ensure long-term system performance.

**Warranty:** Our warranty services cover hardware, software, and updates to protect against defects and performance issues. We also offer **extended warranty options** for long-term peace of mind.

**Support Service:** HQE Systems provides comprehensive support services to ensure your systems remain reliable, secure, and optimized for performance:

- **24/7 Technical Support:** Our certified experts are available around the clock to resolve critical issues quickly via hotline, email, or portal, minimizing disruptions and keeping your systems operational.
- **Remote Diagnostics:** Using advanced tools, we can securely diagnose and resolve most issues remotely, reducing downtime and eliminating unnecessary on-site visits, saving time and costs.
- **Proactive Health Monitoring:** With real-time alerts, predictive maintenance insights, and detailed system health updates, HQE identifies and addresses potential issues before they impact performance.



**Commitment to Excellence:** At HQE, we strive to be more than just a vendor—we are a trusted partner committed to your success. Our proven expertise, attention to detail, and focus on long-term reliability ensure that every project is delivered to the highest standards.

With HQE Systems as your partner, you can confidently move forward knowing your organization's safety, security, and operational needs are in expert hands.



## End of Proposal

*"Our goal at HQE is to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our incredible veterans. Thank you for your consideration and support of Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Service Disabled Veteran Owned Small Business (SDVOSB)!."*

***Thank You from the team of HQE Systems Inc.***

*Qais Alkurdi*

CEO, Disabled Veteran / Retired



## Attachment 1: HQE Systems, Inc. - Standard Terms & Conditions / SLA

### 1.1. Provision of Services

HQE Systems, Inc. ("Provider"), operating under the laws of the State of California, agrees to provide the Client with non-exclusive access to its proprietary products, hardware, software, systems, and related services, including but not limited to:

- HQE SiRcom SMART Alert Software ("Software")
- Outdoor Warning Sirens
- Indoor Public Address Systems
- FORTRESS Emergency Mass Notification Systems
- EVERSENSE Ultra-Early Fire Detection Sensors
- SAFE Forklifts
- SAFE Network Solutions
- Portable Alert Units ("SAFE Units")
- Consulting Services
- Installation Services
- System Upgrades
- Maintenance Programs
- Any other hardware, software, systems, or services offered by HQE Systems, Inc.

The provision of these products and services is strictly subject to the terms and conditions set forth in this Service Level Agreement (SLA), as well as any related Order Forms, Statements of Work (SOWs), Addendums, or other contractual agreements, all of which are incorporated herein by reference. The Provider makes no guarantees regarding the continued availability of any specific product, feature, or service. By issuing a PO, the Client acknowledges and agrees that it has reviewed, understood, and accepted the terms of this SLA. The Provider is under no obligation to separately provide a copy of the SLA, and the Client's failure to review the SLA does not exempt them from compliance. The Client waives all claims related to non-receipt or lack of awareness of this SLA. Furthermore, by issuing a purchase order (PO), accessing, purchasing, or utilizing any of the Provider's products or services, the Client expressly acknowledges and agrees to be legally bound by the terms and conditions of this SLA, including any future amendments or updates that may be issued from time to time. Acceptance of this SLA is automatic and does not require a separate signature or written acknowledgment. Failure to read or review this SLA does not exempt the Client from compliance with its terms. The authoritative version of this SLA is maintained on the Provider's official website at [www.HQESystems.com/SLA](http://www.HQESystems.com/SLA). The Provider reserves the right to unilaterally modify, amend, or update this SLA at its sole discretion to reflect operational changes, compliance requirements, or enhancements to its products and services. Such updates shall take effect immediately upon publication to the Provider's website. The Client's continued use of any of the Provider's products or services after such publication shall constitute full and unconditional acceptance of the updated terms. It is the sole responsibility of the Client to review the most current version of the SLA, and the Provider bears no obligation to notify or provide copies of updated terms.

#### Right to Modify Services

The Provider reserves the right, at its sole discretion, to modify, amend, or discontinue any aspect of its products, services, features, or functionalities, including branding or naming conventions. The Provider reserves the right, at its sole discretion, to modify, discontinue, or reconfigure any product or service without liability, compensation, or refund to the Client. The Provider has no obligation to maintain prior versions or functionalities.

### 1.2. System Reliability Disclaimer

HQE provides all products and services 'as-is' with no guarantee of uptime, availability, or error-free operation. The Provider does not guarantee uninterrupted or error-free operation of its systems. System performance may be impacted by factors beyond the Provider's reasonable control, including but not limited to:

- The Client expressly waives any claims related to performance failures.
- The Client acknowledges that all systems have inherent limitations and assumes all risks associated with their use.
- Network outages caused by telecommunications providers, internet service providers, or cloud hosting services;

- HQE shall not be liable for damages arising from the Client's improper use, misconfiguration, or failure to follow operating guidelines;
- Client operating a previous version that has been updated to resolve performance issues but did not receive the updated version due to scheduling issues and or delays;
- Power disruptions or hardware malfunctions at the Client's facilities or third-party locations;
- Failures, delays, or incompatibilities caused by third-party systems integrated with the Provider's products or services;
- HQE is not responsible for data loss, breaches, or unauthorized access resulting from cyberattacks, hacking, or third-party vulnerabilities.
- The Provider shall not be liable for failures, delays, or interruptions caused by third-party systems, including but not limited to telecommunications providers, cloud services, power utilities, or software integrations. The Client agrees to indemnify, defend, and hold harmless the Provider from any claims arising from third-party failures.
- HQE shall not be liable for any loss, theft, destruction, or unauthorized access to Client Data resulting from cyberattacks, hacking, malware, or other malicious activities, whether originating internally or from third parties. HQE's liability for any security breach shall be strictly limited to the lesser of (a) the total fees paid by the Client in the 12 months preceding the claim or (b) \$10,000.
- The Client waives all rights to participate in any class action, collective action, or mass claim against HQE. Any claims must be brought solely on an individual basis through binding arbitration.
- Force majeure events, as defined in Section 6.

The Client agrees and acknowledges that the Provider shall not be held liable for interruptions, delays, or failures caused by such external factors. This provision ensures mutual understanding of the limitations inherent to interconnected systems, hardware, and infrastructure in complex operating environments.

### 1.3. Scope of Products and Services

The Provider offers a comprehensive portfolio of products and services designed to address the operational, safety, and security needs of its Clients. These offerings include:

#### 1. Mass Notification Systems (MNS):

- Outdoor Notification Systems: Advanced wide-area alerting systems utilizing sirens and voice-tone technology to deliver clear, real-time emergency communications. These systems include health monitoring and diagnostics to ensure reliable operation.
- Indoor Notification Systems: Public address systems, networked televisions, digital signage, and other technologies designed to deliver effective and timely communications within indoor environments.
- HQE SiRcom SMART Alert Software: A centralized emergency alerting platform capable of issuing notifications via SMS, email, voice calls, desktop alerts, and more. Fully integrated with FEMA IPAWS for nationwide alerting compliance and ADA standards for accessibility.
- Portable Alert Units ("SAFE Units"): Self-contained, mobile notification devices designed for rapid deployment in temporary or emergency scenarios, ensuring communication continuity.

#### 2. Life Safety and Security Solutions:

- FORTRESS Emergency Mass Notification Systems: Customizable and integrated solutions for high-risk facilities, multi-site campuses, and other environments requiring critical communication and response capabilities.
- EVERSENSE Ultra-Early Fire Detection Sensors: State-of-the-art sensors designed to detect fire hazards at their earliest stages to mitigate risks and ensure rapid response.
- SAFE Network Solutions: A secure and scalable network infrastructure designed to unify and manage



- communication channels, including RF, LTE, IP, fiber, and satellite communications, for seamless connectivity.
3. Electronic Security Systems (ESS):
    - CCTV Systems: High-resolution video surveillance systems with advanced analytics for real-time monitoring, forensic review, and event detection.
    - Access Control Systems: Comprehensive access management platforms that secure entry points with advanced credentialing, monitoring, and logging capabilities.
    - Intrusion Detection Systems: Automated systems that detect unauthorized access, triggering immediate alerts to enhance response times and secure facilities.
  4. Specialized Equipment and Solutions:
    - SAFE Forklifts: Industrial-grade forklifts integrated with advanced safety technologies, such as collision avoidance systems, real-time telemetry, and operator monitoring to promote workplace safety and compliance.
  5. Consulting Services:
    - Advisory services to assist Clients with infrastructure design, compliance requirements, and risk assessments. These include:
      - Gap Analysis: Identification of operational vulnerabilities and recommendations for improvement.
      - Compliance Audits: Ensuring adherence to industry standards and legal requirements.
      - Custom Security Solutions: Tailored design and implementation of systems to meet the Client's specific needs.
  6. Installation, Upgrades, and Maintenance Services:
    - Installation Services: Complete deployment of hardware and software solutions, including system setup, configuration, and user training.
    - System Upgrades: Modernization of legacy systems with updated technology to enhance functionality and ensure compliance with evolving standards.
    - Maintenance Programs: Comprehensive preventive and corrective maintenance plans, including routine system diagnostics, updates, and on-demand repairs.
  7. Technical Support:
    - 24/7 Support Services: Around-the-clock technical assistance, troubleshooting, configuration help, and remote or on-site diagnostics to ensure minimal downtime and maximum operational efficiency.
- 1.4. Fair Usage Policy for "Unlimited" Service Packages  
Certain services offered under this SLA may be advertised as "Unlimited" (e.g., SMS texts, voice calls, etc.). These services are subject to the following Fair Usage Policy to ensure resource availability and operational equity:
1. Definition of Fair Usage:
    - Unlimited usage is defined as a reasonable and proportional level of service consumption aligned with industry standards, the Client's operational profile, and historical usage patterns.
  2. Monitoring and Notification:
    - The Provider reserves the right to monitor service usage. If the Client's usage exceeds reasonable thresholds, the Provider will issue a formal notification detailing the overuse and potential corrective actions.
  3. Actions for Exceeding Limits:
    - If the Client exceeds the defined usage limits, the Provider reserves the right to:
      - Temporarily cap or limit service availability to prevent further overuse;
      - Adjust pricing terms to reflect actual usage levels; or
      - Suspend or terminate affected services if excessive usage persists without resolution.
4. Extraordinary Events:
    - The Provider may, at its sole discretion, exempt usage exceeding defined limits during bona fide emergencies, provided that the Client demonstrates legitimate necessity for the increased service levels.
  5. Remedies for Non-Compliance:
    - Failure to comply with the Fair Usage Policy may result in suspension or termination of services. The Client remains liable for all associated charges and fees incurred during the period of overuse.
- This policy ensures equitable access to resources for all Clients while safeguarding the Provider's ability to maintain consistent and high-quality service delivery.
2. Data Use and Ownership
- 2.1 Ownership of Client Data  
The Client retains all ownership, rights, title, and interest in and to any data, information, or materials provided to, transmitted through, or processed by the Provider's systems and products during the course of this Agreement ("Client Data"). Client Data includes, but is not limited to:
- Text, notifications, or other written content provided by the Client;
  - Images, graphics, videos, or other multimedia content uploaded by the Client;
  - Data inputs, configurations, and settings created or provided by the Client; and
  - Any personal, organizational, or proprietary information transmitted or processed by the Client through the Provider's products or services.
- The Provider explicitly disclaims all responsibility for the accuracy, legality, completeness, and timeliness of any Client Data and shall not be held liable for any consequences arising from the Client's use or provision of such data. The Client assumes full responsibility for ensuring that all Client Data complies with applicable laws and regulations, including data privacy, intellectual property, and confidentiality requirements.
- The Provider shall not acquire any rights, title, or interest in Client Data except for the limited rights expressly granted by the Client under this Agreement to facilitate the proper use of the Provider's products and services.
- 2.2 Client's Responsibility for Safeguards  
The Client is solely responsible for the protection, management, and security of all Client Data. This includes, but is not limited to:
- Ensuring that Client Data is accurate, lawful, and does not infringe on the rights of any third party;
  - Implementing appropriate safeguards to prevent unauthorized access to, or misuse of, Client Data by the Client's employees, contractors, or agents;
  - Ensuring that all hardware, software, and network systems used to access the Provider's products or services comply with applicable security standards;
  - Ensuring that Client Data is regularly backed up and that any backup processes are solely the Client's responsibility; and
  - Complying with all applicable data protection laws, regulations, and requirements when using the Provider's products or services.
- The Provider disclaims all liability for any loss, theft, destruction, unauthorized access, or other misuse of Client Data, whether caused by the Client, third-party systems, or external events beyond the Provider's reasonable control.
- 2.3 Legal Compliance and Indemnification  
The Client warrants that it has obtained all necessary permissions, consents, licenses, and authorizations required to provide, process, or use Client Data through the Provider's products or services. The Client further warrants that its use of the Provider's systems, products, or services shall comply with all applicable laws, regulations, and third-party agreements.
- The Client agrees to indemnify, defend, and hold harmless the Provider, its officers, directors, employees, agents, affiliates, and successors from and against any and all claims, damages, losses,



liabilities, judgments, penalties, costs, or expenses (including reasonable attorneys' fees) arising from or related to:

- The Client's provision of Client Data that violates any applicable laws or third-party rights, including but not limited to intellectual property or data privacy laws;
- The Client's failure to implement adequate security measures to protect Client Data;
- Any unauthorized access to or use of Client Data caused by the Client's employees, contractors, agents, or third parties; and
- The Client's breach of its representations, warranties, or obligations under this Agreement.

#### 2.4 No Provider Liability for Data Issues The Provider shall not be held liable for:

- Loss, corruption, or unauthorized access to Client Data due to actions or omissions by the Client or any third parties;
- Errors, delays, or failures caused by the Client's systems, hardware, or infrastructure;
- Unauthorized access to Client Data resulting from the Client's failure to maintain adequate safeguards;
- Third-party claims, damages, or liabilities arising from the Client's use of the Provider's products or services; and
- Any failure by the Client to comply with applicable legal, regulatory, or contractual obligations.

The Provider provides its products and services on an "as-is" basis and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement, with respect to Client Data.

#### 2.5 Indemnification for Data Breaches or Violations

In the event of any claim, investigation, regulatory action, or legal proceeding related to the Client's use of the Provider's products or services, the Client agrees to indemnify, defend, and hold harmless the Provider, its officers, directors, employees, agents, and affiliates from any and all resulting damages, fines, penalties, losses, costs, or expenses, including but not limited to:

- Attorneys' fees and legal defense costs;
- Fines or penalties imposed by regulatory authorities; and
- Settlement amounts or damages awarded to third parties.

The Client shall assume all responsibility for mitigating any consequences arising from unauthorized access to or misuse of Client Data.

#### Key Protective Provisions

- **Data Ownership Disclaimer:** The Provider asserts no control over Client Data and disclaims any responsibility for ensuring its accuracy, legality, or compliance.
- **No Guarantee of Security:** The Provider does not guarantee the security of Client Data and disclaims liability for breaches or unauthorized access caused by Client actions or third parties.
- **Indemnity:** The Client bears full responsibility for all legal or financial consequences arising from its data and must indemnify the Provider against any related claims.

### 3. Service Levels

#### 3.1 Service Commitment

The Provider makes a reasonable effort to maintain the operational availability of its products and services, including but not limited to the HQE SiRcom SMART Alert Software ("Software") and other systems, for a minimum of 99.9% of the time in any given calendar year ("Service Commitment"). This Service Commitment is not guaranteed and is subject to the exclusions outlined below, ensuring the Provider assumes no liability for disruptions beyond its reasonable control.

#### Exclusions from Uptime Calculations

The calculation of uptime explicitly excludes interruptions caused by:

1. **Planned Downtime:**  
Scheduled downtime necessary for routine maintenance, upgrades, or other operational requirements. Notification of planned downtime may be provided through acceptable communication methods, such as email, text messages, portal updates, or meetings. The Client acknowledges that such downtime is necessary for the continued improvement of the Provider's products and services.

#### 2. Force Majeure Events:

Circumstances beyond the Provider's reasonable control, including but not limited to:

- Natural disasters (e.g., earthquakes, floods, wildfires, hurricanes);
- Acts of God;
- Global pandemics or public health emergencies;
- Acts of war, terrorism, or civil unrest;
- Cyberattacks, including but not limited to denial-of-service (DoS) or distributed denial-of-service (DDoS) attacks;
- Governmental actions, orders, or regulations;
- Utility failures, power outages, or energy shortages; and
- Labor disputes or strikes.

#### 3. Third-Party Dependencies:

Failures, delays, or interruptions caused by third-party systems, networks, or services not under the Provider's direct control. This includes, but is not limited to, disruptions involving internet service providers, cloud infrastructure providers, hosting services, or telecommunications networks.

#### 4. Client Actions or Omissions:

Downtime caused by the Client's actions, inactions, or infrastructure. This includes, but is not limited to:

- Misuse of the Provider's products or services;
- Non-compliance with operational or configuration requirements outlined by the Provider;
- Use of incompatible hardware, software, or systems; and
- Neglect in performing required updates, maintenance, or support on the Client's systems.

#### Force Majeure Clause

The Provider shall not be liable for any failure or delay in achieving the Service Commitment or fulfilling any obligations under this Agreement to the extent such failure or delay is caused by a force majeure event.

In the event of a force majeure event:

- **Notification:** The Provider may notify the Client of the event and its anticipated impact on services.
- **Efforts to Mitigate:** The Provider may make commercially reasonable efforts to mitigate the effects of the force majeure event and resume services as soon as reasonably possible.

#### Acknowledgment of Risk Allocation

The Client acknowledges and agrees that the Service Commitment reflects a reasonable allocation of risks and inherent limitations of software-dependent and hardware-integrated systems operating in complex environments. The exclusions and limitations set forth in this Section are critical to the Provider's ability to deliver products and services on commercially viable terms.

#### 3.2 Customer Support

Customer support services for the Provider's products and services, including the HQE SMART Alert Software and related systems, may be offered as a courtesy, subject to the terms outlined in this Agreement. The Provider does not guarantee any specific results, timelines, or resolutions for support requests.

#### Scope of Support

The Provider, at its sole discretion, may address technical support inquiries or issues raised by the Client. This scope may include:

- **Basic Assistance:** General guidance on the configuration, use, or functionality of the Provider's products and services;
- **Issue Troubleshooting:** Identification and potential resolution of technical problems directly affecting the operation of the Provider's products within their intended scope of use; and
- **Best Practices Advice:** Recommendations for optimizing the efficiency or effectiveness of the Provider's products or services.

#### Exclusions from Support

The Provider is under no obligation to provide support for issues or requests that fall outside the original scope of the Client's contracted services, including but not limited to:

- Modifications, customizations, or feature requests beyond the original agreed specifications;
- Training requirements outside standard documentation;
- Third-party integrations or compatibility issues; and
- Hardware, software, or systems not provided or certified by the Provider.

#### Support Levels and Response Times

Support requests, if acknowledged by the Provider, may be classified into the following categories with approximate response guidelines:

1. **Emergency Support:**
  - o Definition: Critical failures of the Provider's products or services that prevent core functionality (e.g., the inability to send emergency alerts).
  - o Response Time Goal: The Provider may aim to acknowledge such requests within one (1) hour during normal business operations.
2. **Priority Support:**
  - o Definition: Issues that impact functionality but do not prevent core operations (e.g., software bugs affecting non-critical features).
  - o Response Time Goal: The Provider may aim to respond within twenty-four (24) hours of receiving the request.
3. **Administrative Support:**
  - o Definition: Non-technical issues or general inquiries (e.g., clarification of user operations or training requests).
  - o Response Time Goal: The Provider may aim to respond within seventy-two (72) hours of receiving the request.

These response time guidelines are approximate and do not constitute a binding commitment or service-level guarantee.

#### 3.3 Limitations of Liability

The Provider shall not be held liable for:

- Any failure to meet response time guidelines or to provide support services;
- Losses, damages, or interruptions resulting from errors, delays, or omissions related to the Client's use of the Provider's products or services;
- Incidental, indirect, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, data, or goodwill; and
- Any claims arising from the Client's failure to comply with the Provider's operational guidelines or terms of use.
- HQE's products and services are not a substitute for human decision-making or emergency response. The Client assumes all responsibility for ensuring proper redundancy, backup systems, and independent verification of alerts, alarms, and notifications. HQE shall not be liable for any claims, damages, or injuries resulting from failure, delay, or malfunction of any safety, security, or emergency-related system.

The Client agrees that the Provider's liability, if any, arising under this Agreement shall be strictly limited to the issuance of potential service credits, if explicitly agreed to in writing, and in no event shall exceed the fees paid by the Client for the affected services during the relevant service period.

#### 4. Fees and Payment

##### 4.1 Fee Structure and Payment Obligations

The Client acknowledges and agrees to remit payment to the Provider for all fees outlined in the applicable Order Forms, Statements of Work ("SOWs"), or other contractual agreements, all of which are incorporated into this Service Level Agreement ("SLA") by reference. The following terms govern the fee structure and payment obligations:

1. **Non-Cancellable Fees:**  
All payment obligations under this Agreement are irrevocable, binding, and non-cancellable upon execution of an Order Form or SOW. The Client acknowledges that the Provider has allocated resources and undertaken

commitments in reliance on the enforceability of these obligations.

##### 2. Fees Independent of Usage:

The Client agrees that the fees stipulated in the Order Forms are based on the agreed scope of services, independent of the Client's actual usage of the Provider's products or services. Under no circumstances shall non-use of the Provider's products or services relieve the Client of its obligation to pay the full amount due.

##### 3. Non-Refundable Payments:

Except as expressly stated in this Agreement or in an applicable Order Form, all fees paid by the Client are non-refundable. This includes, but is not limited to, cases where the Client elects to discontinue or reduce usage of the Provider's products or services. The Client agrees that this non-refundability clause reflects a reasonable allocation of risks and costs between the Parties.

##### 4. Client Assumption of Risk:

The Client assumes full responsibility for ensuring the timely payment of fees and agrees that any delays, interruptions, or issues unrelated to the Provider's obligations under this Agreement do not alter or diminish the Client's payment obligations.

#### 4.2 Invoicing and Payment Terms

The Client agrees to comply with the invoicing and payment terms outlined below, ensuring prompt and complete payments:

##### 1. Invoice Issuance:

Invoices for the Provider's products and services will be issued on an annual basis unless otherwise specified in the Order Form. Invoices will be issued in advance of the service period to facilitate the uninterrupted availability of the Provider's products and services.

##### 2. Initial Invoice:

The Provider reserves the right to issue the initial invoice following the Client's execution of the applicable Order Form and acknowledgment of the Certificate of Successful Deployment ("Certificate"), where applicable. The Certificate shall confirm that deployment has been completed in accordance with agreed specifications and standards.

##### 3. Payment Deadlines:

The Client shall remit payment for all invoices within thirty (30) calendar days of the invoice date unless otherwise specified in the applicable Order Form. Timely payment is essential to maintaining the Client's access to the Provider's products and services.

##### 4. Late Payments:

In the event of late payments, the following provisions apply:

- o A late payment fee will be assessed at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted under applicable law.
- o The late payment fee is intended to compensate the Provider for the administrative burden, operational disruptions, and opportunity costs associated with late payments.

##### 5. Suspension of Services:

The Provider reserves the right, at its sole discretion, to suspend or terminate access to its products and services if payment is not received within the specified deadlines. Such suspension or termination does not absolve the Client of its obligation to pay the outstanding fees, including any late fees or penalties.

##### 6. Collection Costs:

The Client agrees to reimburse the Provider for any and all reasonable costs associated with the collection of overdue payments. These costs may include, but are not limited to:

- o Attorneys' fees and legal expenses;
- o Court costs;
- o Fees incurred for the engagement of collection agencies or third-party recovery services.

#### 4.3 Indemnification for Non-Payment



The Client agrees to indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including but not limited to attorneys' fees, arising out of or relating to:

1. The Client's failure to fulfill its payment obligations under this Agreement;
2. Any third-party claims arising as a direct or indirect result of the Client's non-payment of fees;
3. Operational or financial disruptions experienced by the Provider as a result of the Client's delinquent payment status.

This indemnification obligation shall remain in effect even after the termination or expiration of this Agreement and shall survive any resolution of payment disputes.

#### 4.4 No Set-Off Rights

The Client expressly waives any right to withhold, delay, or set off payment obligations under this Agreement for any reason, including but not limited to disputes concerning the quality or functionality of the Provider's products or services. The Client acknowledges and agrees that its payment obligations are independent of the Provider's performance and shall not be subject to counterclaims or deductions.

#### 4.5 Tax Obligations

All fees and charges under this Agreement are exclusive of applicable taxes, duties, and levies. The Client is solely responsible for the calculation, collection, and remittance of any applicable sales, use, value-added, or similar taxes, except for taxes based on the Provider's net income. The Client agrees to indemnify and hold the Provider harmless from any claims, penalties, or liabilities arising from the Client's failure to comply with applicable tax obligations.

#### 4.6 Final Provisions

1. **No Waiver of Payment Obligations:**  
The Provider's decision not to enforce or delay the enforcement of payment-related remedies under this Agreement shall not constitute a waiver of its rights to collect full payment or enforce applicable penalties.
2. **Client Certification of Payment Ability:**  
The Client certifies that it has the financial resources necessary to fulfill its obligations under this Agreement and agrees to notify the Provider of any material changes in its financial condition that could impact its ability to make timely payments.

#### 5. Confidentiality

##### 5.1 Recognition of Confidentiality

The Parties acknowledge and agree that during the course of their business relationship, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") certain confidential, proprietary, sensitive, or otherwise non-public information, whether oral, written, electronic, or in any other format, pertaining to the Disclosing Party's business operations, strategies, technology, or financial affairs ("Confidential Information"). Confidential Information includes, but is not limited to:

1. Trade secrets, data, formulas, algorithms, software source code, programs, and designs;
2. Information regarding pricing, costs, business methods, and strategies;
3. Client lists, vendor relationships, and proprietary methodologies;
4. Technical information, such as plans, drawings, and specifications; and
5. Any information that derives independent economic value from not being generally known to or readily ascertainable by others who could obtain economic value from its disclosure or use.

For the purposes of this Section, Confidential Information shall include any information that is designated as "confidential," "proprietary," or words of similar import, or which, under the circumstances of disclosure, a reasonable person would understand to be confidential or proprietary in nature.

##### 5.2 Obligations Regarding Confidential Information

###### 5.2.1 Protection and Safeguards

The Receiving Party shall:

1. Protect and safeguard the Confidential Information of the Disclosing Party with at least the same degree of care as it uses to protect its own confidential and proprietary information, but in no event less than a commercially reasonable standard of care.
2. Implement and maintain robust physical, electronic, and procedural safeguards to prevent unauthorized access, use, reproduction, or dissemination of Confidential Information.
3. Limit access to the Confidential Information to those employees, contractors, or agents of the Receiving Party who have a legitimate "need-to-know" basis in connection with this Agreement and who are bound by confidentiality obligations no less restrictive than those set forth herein.

###### 5.2.2 Restricted Use and Disclosure

The Receiving Party shall:

1. Use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under this Agreement and for no other purpose.
2. Not disclose, disseminate, or otherwise make available any Confidential Information to any third party without the prior express written consent of the Disclosing Party, except as required by law or expressly permitted under this Agreement.
3. Not modify, alter, reverse engineer, or create derivative works from the Disclosing Party's Confidential Information, except as explicitly permitted in writing by the Disclosing Party.

###### 5.3 Exceptions to Confidential Information

The obligations set forth in this Section shall not apply to information that:

1. **Public Domain:** Was in the public domain at the time of disclosure, or subsequently becomes publicly available through no fault or breach by the Receiving Party.
2. **Prior Knowledge:** Was known to the Receiving Party without confidentiality restrictions prior to disclosure, as evidenced by the Receiving Party's written records.
3. **Approved Disclosure:** Is disclosed with the prior written approval of the Disclosing Party.
4. **Independent Development:** Is independently developed by the Receiving Party without reliance on or reference to the Confidential Information of the Disclosing Party.
5. **Legally Compelled Disclosure:** Is required to be disclosed by law, regulation, court order, or other legal process, provided that the Receiving Party gives prompt written notice to the Disclosing Party (to the extent legally permissible) and reasonably cooperates, at the Disclosing Party's expense, in seeking a protective order or other appropriate remedy to safeguard the confidentiality of the information.

###### 5.4 Notification and Handling of Breaches

In the event of an actual, suspected, or threatened unauthorized access, use, or disclosure of Confidential Information ("Breach") by the Receiving Party, the Receiving Party shall:

1. **Notification Obligations:**
  - o Promptly, and no later than seventy-two (72) hours after becoming aware of the Breach, notify the Disclosing Party in writing of the nature and scope of the Breach.
  - o Provide all reasonably available details regarding the Breach, including but not limited to the types of Confidential Information affected, the known or suspected cause, and the measures being taken to investigate and mitigate the Breach.
2. **Remediation Efforts:**
  - o Take immediate and reasonable measures to contain, mitigate, and remedy the effects of the Breach, including restricting further unauthorized access and conducting an internal investigation.



- Fully cooperate with the Disclosing Party's directives to assess the scope of the Breach and implement any necessary remedial actions.
- 3. Costs of Remediation:
  - Bear all costs and expenses associated with responding to and remediating the Breach, including but not limited to forensic investigations, legal fees, notifications to affected individuals or entities, and credit monitoring services (if applicable).
- 4. Investigation and Reporting:
  - Provide a detailed written report to the Disclosing Party within thirty (30) calendar days of the initial notification, outlining the findings of the investigation and the measures implemented to prevent a recurrence.

#### 5.5 Indemnification for Breach of Confidentiality

The Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, losses, liabilities, damages, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys' fees, arising out of or relating to:

1. Any unauthorized access, use, or disclosure of Confidential Information by the Receiving Party, its employees, agents, or contractors;
2. Any failure by the Receiving Party to comply with its obligations under this Section; and
3. Any third-party claims directly or indirectly resulting from the Receiving Party's breach of this Section.

#### 5.6 Equitable Remedies

The Receiving Party acknowledges that the unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek equitable relief, including temporary or permanent injunctive relief and specific performance, in addition to any other remedies available at law or in equity, without the necessity of posting a bond or other security.

#### 5.7 Survival of Confidentiality Obligations

All confidentiality obligations set forth in this Section shall survive the expiration or termination of this Agreement for a period of five (5) years, or indefinitely in the case of trade secrets or information protected by applicable law.

#### 6. Term and Termination

##### 6.1 Duration of Agreement

This Agreement shall become effective as of the date of its execution by both parties (the "Effective Date") and shall remain in full force and effect until all subscriptions, access rights, and service provisions under this Agreement have naturally expired in accordance with their respective terms or until this Agreement has been terminated pursuant to the provisions set forth herein.

##### 6.2 Termination for Cause

##### (i) Termination for Material Breach

Either party (the "Terminating Party") may terminate this Agreement immediately upon written notice to the other party (the "Breaching Party") in the event of a material breach of this Agreement. A material breach shall include, but is not limited to:

1. A failure by the Breaching Party to perform any material obligation required under this Agreement;
2. A breach of confidentiality obligations outlined in Section 5; or
3. A failure by the Client to make timely payment of fees as required under Section 4.

The Terminating Party shall provide the Breaching Party with written notice detailing the nature of the alleged breach.

##### Remedy Period for Provider

If the alleged breach is committed by the Provider, the Client shall provide the Provider with a thirty (30) day remedy period to cure the breach. If the Provider successfully remedies the breach within the allotted thirty (30) days, the Agreement shall continue in full force and effect, and the breach shall no longer serve as a basis for termination. Resolution and Continuation

If the breach is remedied to the satisfaction of the Terminating Party

within the specified period, the Agreement shall remain in effect, and neither party shall have the right to terminate based on that breach.

##### (ii) Termination for Insolvency

Either party may terminate this Agreement immediately and without prior notice if the other party:

1. Becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;
2. Makes a general assignment for the benefit of creditors; or
3. Ceases to conduct business in the ordinary course.

Termination under this provision shall not relieve the Breaching Party of any obligations incurred prior to the effective date of termination, including, but not limited to, any outstanding payment obligations under Section 4 of this Agreement.

##### 6.3 Consequences of Termination

Upon the termination or expiration of this Agreement, regardless of the reason for termination, the following provisions shall apply:

##### (i) Return or Destruction of Confidential Information

Each party shall return or, at the written request of the Disclosing Party, securely destroy all Confidential Information belonging to the Disclosing Party that is in its possession or control. Written certification of compliance with this requirement shall be provided within thirty (30) days of termination.

##### (ii) Cessation of Use of Products and Services

The Client shall immediately cease all use of any products, services, software, hardware, or systems provided by the Provider under this Agreement. This includes, but is not limited to, uninstalling or deleting all copies of the Software or related products, hardware, or documentation, and ensuring that the Client's employees, contractors, and agents do the same. The Client shall provide written certification of compliance with this obligation upon the Provider's request.

##### (iii) Payment of Outstanding Amounts

Any fees, costs, or other sums owed by the Client to the Provider under this Agreement, up to and including the date of termination, shall become immediately due and payable in full.

##### (iv) Survival of Rights and Obligations

Termination of this Agreement shall not affect any rights, obligations, or liabilities of either party that accrued prior to the date of termination. The Provider retains the right to seek damages, indemnification, or other remedies for any breaches of this Agreement that occurred before the termination date.

##### (v) Post-Termination Indemnification

The Client shall indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, losses, damages, liabilities, costs, expenses, or penalties, including reasonable attorneys' fees, arising from or related to:

1. The Client's misuse of the Provider's products, services, or systems prior to termination;
2. The Client's failure to comply with any obligations under this Agreement, including obligations discovered or arising post-termination;
3. Any claims or liabilities asserted by third parties as a result of the Client's use of the Provider's products, services, or systems in violation of this Agreement.

This indemnification obligation shall survive the termination of this Agreement.

##### 6.4 Survival of Provisions

Any provisions of this Agreement that by their nature should survive termination or expiration shall remain in effect. This includes, but is not limited to:

1. Confidentiality Obligations (Section 5);
2. Indemnification Obligations (Sections 4 and 6);
3. Limitations of Liability (Section 3.3); and
4. Any provisions related to dispute resolution, governing law, or other remedies available to the Provider.

##### 6.5 Indemnification for Termination

In the event of termination due to a material breach by either party, the Breaching Party shall indemnify, defend, and hold harmless the Terminating Party from any and all losses, damages, liabilities, costs, claims, and expenses, including reasonable attorneys' fees, arising directly or indirectly from the Breaching Party's material breach of this Agreement that resulted in its termination.

The indemnification under this Section shall apply to all costs incurred in addressing and remedying the consequences of the breach, including but not limited to administrative costs, collection efforts, or litigation expenses.

#### 7. General Provisions

##### 7.1 Entire Agreement

This Agreement, including all related Exhibits, Order Forms, schedules, addendums, and amendments executed in accordance with the terms herein, constitutes the sole and entire agreement between HQE Systems, Inc. ("Provider") and the Client with respect to the subject matter addressed herein. It supersedes all prior and contemporaneous understandings, agreements, representations, warranties, and communications, whether written or oral, relating to such subject matter.

No provision of this Agreement may be amended, modified, or supplemented except through a written document signed by both parties. Additionally, any waiver of a term or condition of this Agreement shall only be effective if it is explicitly set forth in a written document signed by the party waiving compliance.

##### 7.2 Severability

If any term, clause, or provision of this Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect or invalidate the remaining terms, clauses, or provisions of this Agreement.

In the event of such invalidity, illegality, or unenforceability, the parties shall negotiate in good faith to modify the affected term or provision so that the intent of the parties is preserved to the greatest extent possible and the Agreement can be enforced as originally contemplated.

The provisions of this Agreement shall remain enforceable in all jurisdictions where such invalidity, illegality, or unenforceability is not applicable.

##### 7.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflict of law principles, including any such principles that would result in the application of the laws of another jurisdiction.

The Client expressly agrees that the courts of the State of California shall have exclusive jurisdiction over any disputes or claims arising out of or related to this Agreement, unless otherwise stated in the dispute resolution provisions herein.

##### 7.4 Dispute Resolution

**Binding Arbitration & Waiver of Litigation:** Any and all disputes, claims, or controversies arising from or related to this SLA, including but not limited to those concerning contract performance, termination, breach, negligence, misrepresentation, fraud, statutory violations, or any other legal theory, shall be resolved exclusively through final and binding arbitration administered by the Riverside County Courts in California, under the rules of the Federal Arbitration Act (9 U.S.C. §§ 1-16), which shall preempt any conflicting state laws. The arbitration shall be conducted before a single arbitrator, and the arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction. The parties expressly waive any right to bring disputes in a court of law, including but not limited to any claim challenging the enforceability of this arbitration clause. No party shall have the right to seek emergency injunctive relief or any provisional remedy in court, as all such requests must be submitted to the arbitrator. The prevailing party in arbitration shall be entitled to recover all reasonable attorneys' fees, arbitration costs, and legal expenses incurred. By entering into this SLA, the Client knowingly and

voluntarily waives all rights to a jury trial, class action, or collective proceeding, and agrees that disputes must be brought solely on an individual basis. Any and all disputes, claims, or controversies shall be resolved exclusively through final and binding arbitration. The parties waive any right to bring disputes in any court, including claims challenging the validity or enforceability of this arbitration provision. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and preempts any conflicting state laws. No emergency injunctive relief shall be sought in court; all claims must be submitted to arbitration. The prevailing party shall recover all attorneys' fees and legal costs.

##### Costs of Arbitration

The party found to be at fault shall bear all arbitration costs, including filing fees, administrative fees, arbitrator fees, and reasonable attorneys' fees incurred by the non-fault party. If fault cannot be reasonably apportioned, each party shall bear its own costs and fees.

##### Waivers

The parties expressly waive:

1. Any right to a trial by jury; and
2. Any right to bring, participate in, or recover under a class, collective, or representative action in connection with any Dispute, whether in arbitration or otherwise.

This Section 7.4 shall survive termination or expiration of this Agreement and shall bind the parties' successors and assigns.

##### 7.5 Notices

All notices, requests, consents, claims, demands, waivers, and other communications related to this Agreement must be made in writing and delivered via one of the following methods:

1. Hand Delivery – Effective upon written confirmation of receipt;
2. Overnight Courier – Effective upon receipt by the addressee, with proof of delivery;
3. Email – Effective upon confirmation of transmission, provided the communication is sent during normal business hours of the recipient, or on the next business day if sent after normal business hours;
4. Certified or Registered Mail – Effective on the third business day following the date of mailing, provided it is sent with return receipt requested and postage prepaid.

Notices must be sent to the addresses or email addresses provided in the applicable Order Form or Agreement unless otherwise updated in writing by the receiving party.

##### 7.6 Waiver

The Client waives all claims against HQE arising from performance issues, data loss, downtime, or product malfunctions.

No waiver of any term or condition of this Agreement shall be valid or binding unless explicitly set forth in a written document signed by the party waiving compliance.

A waiver by any party of any breach or default shall not constitute a waiver of any subsequent or similar breach or default. Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

The act of utilizing any products, services, or systems provided by HQE Systems, Inc., constitutes the Client's full and unconditional acceptance of the terms and conditions set forth in this Service Level Agreement ("SLA").

END