



Safe and Sound
SECURITY

Paso Robles Unified School District Proposal

Prepared for Scott Buller

By Patrick Chown

Scott Buller
Paso Robles Unified School District
Security Project
801 Niblick Road
Paso Robles, California, 93446

Dear Scott Buller,

Safe and Sound Security is pleased to have the opportunity to provide this proposal for the Paso Robles Unified School District as requested. The following proposal addresses system requirements as identified on our recent survey of the facility at 801 Niblick Road.

At Safe and Sound Security, we are dedicated to providing you with an integrated security solution with high-quality equipment and exemplary service.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Patrick Chown

Patrick Chown
Executive Account Manager
Safe and Sound Security
pchown@getsafeandsound.com
getsafeandsound.com
925-566-8611



About Safe And Sound Security

At Safe And Sound, we pride ourselves on being California's premier providers of custom security systems. More than 10,000 homeowners and businesses trust to help protect them from break-ins, theft, fire, vandalism, over the past decade. And while we specialize in security system installation, we know our business is really about people first – a priority that sets us apart from the crowd. We're committed to providing the highest-quality, custom security solutions and the best in customer service in the industry.

Our Approach

As California's leading providers of modern security solutions, our approach emphasizes creating a custom-made system tailored to every customer and project's individual needs, for a white-glove, Michelin Star-like experience.

We occupy a space in the market that doesn't get a lot of competition. As a medium-sized security company, we're able to adapt to an ever-changing technology environment that smaller mom-and-pop and larger national security companies can't stay on top of. We invest in continued training and education, so our employees can stay on the cutting edge of the security field, and we're brand-agnostic, so we can offer a customized system for each customer's needs - no matter how large or small the project.

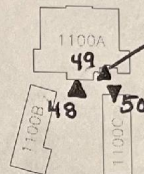
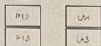
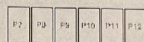
Your Custom Security Plan

Safe and Sound Security will be installing thirty-eight (38) customer-provided Verkada cameras and fifteen (15) customer-provided environmental sensors. The environmental sensors will be installed in the boys' and girls' restrooms. All devices will be wired with Cat6 cable. Safe and Sound Security will be running cables to the appropriate MDF and IDF's in each wing. The cameras near the baseball fields and the environmental sensors to be installed in the restroom between the 800 and 900 wings will require wireless point-to-point devices. The school district IT department is responsible for configuring those devices and providing POE switches where required.

Safe and Sound Security will be installing conduit where required at the 100 wing, both restroom locations, the 700S building, the 900N building, the 1100 building, and the 1200 building. A blank Keystone patch panel will be installed in the IDF in the 100 wing. The rest of the IDF's have ports available for the additional Keystone jacks.

The attached site map does not match the camera count herein mentioned due to changes requested by the customer. Safe and Sound Security will provide an accurate map once an updated version is available.

GAUARD SHACK



REST RMS
2-SENSORS

LIGHT
POLE
51



800 ROBLES RD.
PASO ROBLES, CA 93446
Phone: (805) 761-1000
Fax: (805) 237-3339



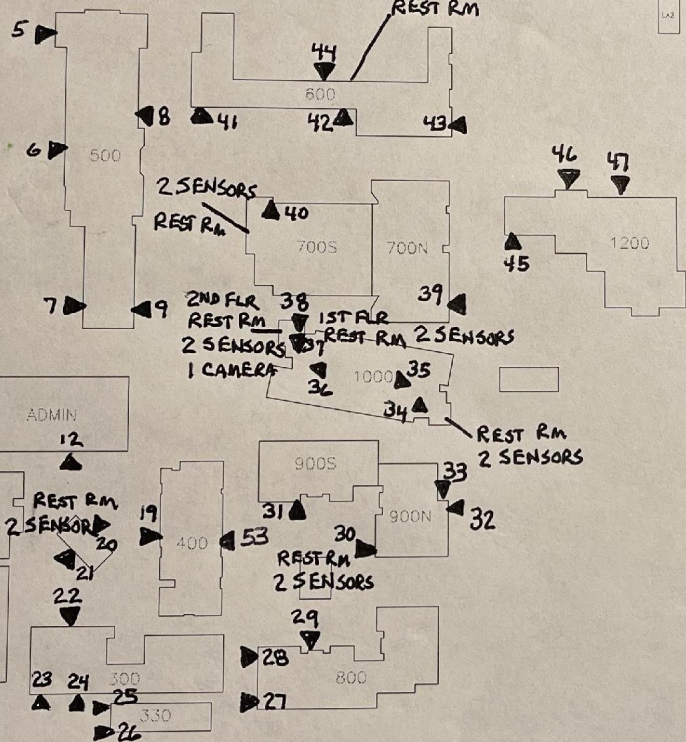
4571 Golden Fossil Hwy
Suite 101
O' Garra, WA, CA 95762
TEL: 866.844.7708
Fax: 916.841.7724

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
E-RATE YR19 CATEGORY 2 PROJECTS
PASO ROBLES HIGH SCHOOL

SITE MAP

DATE: 1/22/16
DRAWN BY: C.B.
CHECKED BY:
JOB NO.: 124-16/17
SHEET NUMBER:

T10.0



53 CAMERAS
18 REST RM
SENSORS

52
BASEBALL
FIELD

REST RM
2 SENSORS

SITE MAP
SCALE: 1" = 60' 0"

Data Quote

Description	Price	Quantity	Total
Cat6 RJ45 (50PK) <small>Name: EZ-RJ45 CAT6+ STRAIN RELIEF (CLEAR). 50 PC, Platinum Tools, Inc, Platinum Tools Category: Platinum Tools, Tools & Hardware, Wire Termination Tools, Category Connectors UPC Code: 849160005025</small>	\$27.98	2.00	\$55.96
Leviton Telcom 61110-BL6 Extreme 6+ Component-Rated Keystone Jack (Black) <small>QuickPack (25 pcs) Leviton Telcom 61110-BL6 Extreme 6+ Component-Rated Keystone Jack</small>	\$635.56	3.00	\$1,906.68
Patch Panel 24-Port (Blank) <small>Reinforced steel panel, pre-numbered front and rear ports with front write-on areas for port identifications and accepts EZ or HD modular connectors for true multimedia applications. This blank patch panel consist of 24 staggered ports and fits 1 rack mount space (RMS).</small>	\$35.98	1.00	\$35.98
Safe and Sound Security Extended Warranty (Monthly) (Data) <small>Safe and Sound Security Extended Warrantry</small>	\$47.99	1.00	\$47.99

Data Sub Total \$2,046.61

Camera Quote

Description	Price	Quantity	Total
Cat6 Cable (Camera) <small>Cat6</small>	\$202.34	7.00	\$1,416.38
Cat6e Direct Burial <small>Cat6e Direct Burial</small>	\$456.00	1.00	\$456.00
EMT (Misc) <small>Single gang boxes, Double gang box, couplers, Adapters, Connercors, Straps, LB, and Elbows.</small>	\$600.00	1.00	\$600.00
EMT Conduit <small>EMT conduit</small>	\$14.50	52.00	\$754.00
Camera Labor <small>Labor for Camera job</small>	\$94,500.00	1.00	\$94,500.00
40ft Articulating Boom Lift 1 Month Rental (Camera) <small>Rental for 40ft Articulating Boom Lift 1 Month for Camera Jobs</small>	\$4,881.30	1.00	\$4,881.30
Safe and Sound Security Camera Extended Warranty (Monthly) <small>Warranty Coverage extending beyond standard labor warranty</small>	\$401.62	1.00	\$401.62

Camera Sub Total \$103,009.30

Sub Total \$105,055.91

Tax \$457.19

Grand Total \$105,513.10

SAFE AND SOUND SECURITY
2201 Broadway 4th Floor,
Oakland, CA 94612
(888) 333-4540

STANDARD COMMERCIAL SECURITY AGREEMENT

DATE: Dec-16-2021

SUBSCRIBER: Paso Robles Unified School District

SITE ADDRESS: 801 Niblick Road, Paso Robles, California, 93446

AUTHORIZED CONTACT: Scott Buller

PHONE NUMBER: 8057691113

EMAIL: scbullen@pasoschools.org

1. SAFE AND SOUND SECURITY (hereinafter referred to as "SAFE AND SOUND" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

2. SERVICES AND CHARGES. All recurring charges are detailed in the quote section of this document and billed monthly. Subscriber agrees to pay SAFE AND SOUND the following sum listed per month for the term of this agreement: \$449.61

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SAFE AND SOUND: Provided Subscriber performs this agreement for the full term thereof, upon termination SAFE AND SOUND shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SAFE AND SOUND is the intellectual property of SAFE AND SOUND and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SAFE AND SOUND.

4. TERM OF AGREEMENT: The term of this agreement shall be for a period of 60 months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. SAFE AND SOUND may invoice Subscriber in advance monthly, quarterly, or annually at SAFE AND SOUND's option.

5. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, SAFE AND SOUND or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from SAFE AND SOUND. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SAFE AND SOUND or SAFE AND SOUND's designee central office and SAFE AND SOUND does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of SAFE AND SOUND and are not maintained by SAFE AND SOUND except SAFE AND SOUND may own the radio network, and SAFE AND SOUND shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SAFE AND SOUND with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm

signals. Unless otherwise provided in the Call List SAFE AND SOUND will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SAFE AND SOUND's notification obligation. All changes and revisions shall be supplied to SAFE AND SOUND in writing. Subscriber authorizes SAFE AND SOUND to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests SAFE AND SOUND to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SAFE AND SOUND \$125.00 for each such service. SAFE AND SOUND may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SAFE AND SOUND.

6. SERVICE: Service includes all parts and labor, and SAFE AND SOUND shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without SAFE AND SOUND's written consent.

7. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SAFE AND SOUND, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote pendant supplied by SAFE AND SOUND or Subscriber's Internet or wireless connection device which is compatible with SAFE AND SOUND's remote services. SAFE AND SOUND will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by SAFE AND SOUND or a third party. SAFE AND SOUND shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SAFE AND SOUND shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and SAFE AND SOUND shall have no liability for access to the alarm system by others.

8. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. SAFE AND SOUND does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system SAFE AND SOUND will authorize Subscriber access. SAFE AND SOUND is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SAFE AND SOUND shall have no liability for such third party unauthorized access. SAFE AND SOUND is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SAFE AND SOUND is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

9. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service SAFE AND SOUND or its designee shall store and /or backup data received from Subscriber's system for a period of one year. SAFE AND SOUND shall have no liability for data corruption or inability to retrieve data even if caused by SAFE AND SOUND's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SAFE AND SOUND and SAFE AND SOUND has no responsibility for such access or IP address service. SAFE AND SOUND shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

10. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided SAFE AND SOUND will maintain the data base for the operation of the Access Control System. Subscriber will advise SAFE AND SOUND of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SAFE AND SOUND regarding personnel access must be in writing via email or fax to addresses designated by SAFE AND SOUND. SAFE AND SOUND shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, SAFE AND SOUND shall store data received from Subscriber's system for one year. SAFE AND SOUND shall have no liability for data corruption or inability to retrieve data even if caused by SAFE AND SOUND's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SAFE AND SOUND and SAFE AND SOUND has no responsibility for such access or IP address service. If system has remote access SAFE AND SOUND is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SAFE AND SOUND shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

11. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, SAFE AND SOUND or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of SAFE AND SOUND or SAFE AND SOUND's designee central office and SAFE AND SOUND does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SAFE AND SOUND and are not maintained by SAFE AND SOUND, except SAFE AND SOUND may own the radio network, and SAFE AND SOUND shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SAFE AND SOUND with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to SAFE AND SOUND in writing. Subscriber authorizes SAFE AND SOUND to access the supervisory panel to input or delete data and programming. If Subscriber requests SAFE AND SOUND to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SAFE AND SOUND \$75.00 for each such service. SAFE AND SOUND may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. SAFE AND SOUND shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by SAFE AND SOUND.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, SAFE AND SOUND or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests SAFE AND SOUND to station its guard at the premises for more than 30 minutes, and SAFE AND SOUND has sufficient personnel to provide such service, and SAFE AND SOUND makes no such representation that its personnel will be available, then Subscriber agrees to pay SAFE AND SOUND \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to SAFE AND SOUND to provide extended guard service by email, text or recorded conversation to SAFE AND SOUND at the time request is made and SAFE AND SOUND is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security system becomes defective, or in the event that any repairs are required, SAFE AND SOUND agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days

from the date of installation. SAFE AND SOUND reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. SAFE AND SOUND is not the manufacturer of the equipment and other than SAFE AND SOUND's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SAFE AND SOUND makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. SAFE AND SOUND does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. SAFE AND SOUND expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SAFE AND SOUND. SAFE AND SOUND shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SAFE AND SOUND shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SAFE AND SOUND's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SAFE AND SOUND has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SAFE AND SOUND's breach of this agreement or negligence to any degree under this agreement is to require SAFE AND SOUND to repair or replace, at SAFE AND SOUND's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 2 of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SAFE AND SOUND will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

14. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** SAFE AND SOUND shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SAFE AND SOUND's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SAFE AND SOUND, SAFE AND SOUND shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SAFE AND SOUND the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SAFE AND SOUND on less than 24 hour notice to SAFE AND SOUND. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SAFE AND SOUND, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site.

15. **TESTING OF SECURITY SYSTEM:** Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify SAFE AND SOUND if it is in need of repair. Service if provided is pursuant to paragraph 2.

16. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 2 and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without SAFE AND SOUND's written consent.

17. **ALTERATION OF PREMISES FOR INSTALLATION:** SAFE AND SOUND is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SAFE AND SOUND's sole discretion for the installation and service of the security system, and SAFE AND SOUND shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SAFE AND SOUND.

19. **LIEN LAW:** SAFE AND SOUND or any subcontractor engaged by SAFE AND SOUND to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless SAFE AND SOUND, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SAFE AND SOUND's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SAFE AND SOUND or SAFE AND SOUND's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SAFE AND SOUND. SAFE AND SOUND shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: SAFE AND SOUND and Subscriber agree that SAFE AND SOUND is not an insurer and no insurance coverage is offered herein. The security equipment and SAFE AND SOUND's services are designed to reduce certain risks of loss, though SAFE AND SOUND does not guarantee that no loss will occur. SAFE AND SOUND is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SAFE AND SOUND's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases SAFE AND SOUND from any claims for contribution, indemnity or subrogation.

22. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which SAFE AND SOUND is named as additional insured. SAFE AND SOUND shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against SAFE AND SOUND and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of SAFE AND SOUND as a result of SAFE AND SOUND's negligent performance to any degree or negligent failure to perform any of SAFE AND SOUND's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that SAFE AND SOUND's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase SAFE AND SOUND's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with SAFE AND SOUND's increased liability. This shall not be construed as insurance coverage.

24. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by SAFE AND SOUND, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of SAFE AND SOUND's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SAFE AND SOUND's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to SAFE AND SOUND, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and SAFE AND SOUND shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If SAFE AND SOUND prevails in any litigation or arbitration between the parties, Subscriber shall pay SAFE AND SOUND's legal fees. In any action commenced by SAFE AND SOUND against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against SAFE AND SOUND for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules

www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where SAFE AND SOUND's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against SAFE AND SOUND must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against SAFE AND SOUND must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SAFE AND SOUND in respect to other services rendered in connection with this agreement shall be deemed to have merged in

and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

25. **SAFE AND SOUND'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that SAFE AND SOUND is authorized and permitted to subcontract any services to be provided by SAFE AND SOUND to third parties who may be independent of SAFE AND SOUND, and that SAFE AND SOUND shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints SAFE AND SOUND to act as Subscriber's agent with respect to such third parties, except that SAFE AND SOUND shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SAFE AND SOUND's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central offices of SAFE AND SOUND.

26. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SAFE AND SOUND assigned by SAFE AND SOUND to perform any service for or on behalf of Subscriber for a period of two years after SAFE AND SOUND has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SAFE AND SOUND shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with SAFE AND SOUND, times twelve, together with SAFE AND SOUND's counsel and expert witness fees.

27. **NON-DISPARAGEMENT:** Neither party to this agreement shall publish or communicate on any written or electronic forum or social media any disparaging comment, negative review, recommendation, evaluation, or report of the other unless required by law. Because a violation of this provision would result in damages that may be difficult to prove, the parties agree that a party violating this provision shall be liable for damages in the amount of \$10,000.00 as and for liquidated damages and not as a penalty, and no actual damages need to be proved. Additionally, a party to this agreement required to commence any lawsuit or arbitration to enforce this provision shall be entitled to injunctive relief and its legal fees.

28. **FALSE ALARMS / PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SAFE AND SOUND for any fines relating to permits or false alarms. SAFE AND SOUND shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SAFE AND SOUND be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SAFE AND SOUND for such service or material.

29. **SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants SAFE AND SOUND a security interest in the security equipment installed by SAFE AND SOUND and SAFE AND SOUND is authorized to file a financing statement.

30. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize SAFE AND SOUND to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except SAFE AND SOUND's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

Payment Schedule For Project Grand Total:

Deposit (Due On Day of Signing): \$52,756.55

Phase Payment #1(Due Upon Completion of Rough-In): \$20,723.97

Phase Payment #2(Due Upon Completion of 10 days on-site): \$20,723.97

Final Payment (Due Upon Completion): \$11,308.61

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

CAMERA MAINTENANCE AGREEMENT INCLUDES:

- 1 Service Call per year to clean all camera lenses of company purchased equipment.
- 1 Phone Service per Month to Assist with Pulling Camera Footage.
- 2 1-Hour Phone Services per Month to assist with questions, troubleshooting, and additional training.
- 1 On-Site Service call per month for any adjustments or troubleshooting.

ACCESS CONTROL MAINTENANCE AGREEMENT INCLUDES:

- 2 1-Hour Phone Services per Month to assist with questions, troubleshooting, and additional training.
- 1 On-Site Service call per month for any adjustments or troubleshooting.

INTERCOM MAINTENANCE AGREEMENT INCLUDES:

- 1 1-Hour Phone Services per Month to assist with questions, troubleshooting, and additional training.
- 1 On-Site Service call per month for any adjustments or troubleshooting.

BURGLARY ALARM SYSTEM MAINTENANCE AGREEMENT INCLUDES:

- 1 Service Call per year to test Safe and Sound Security installed equipment.
- 1 Phone Service per Month to test alarm system connection to Central Monitoring Station.

WHAT IS COVERED FOR ALL MAINTENANCE AGREEMENTS: Prompt replacement of equipment ahead of RMA process through manufacturer warranty to allow for minimal downtime instead of waiting the 6-8 week turnaround time from manufacturer's warranty policy. In the event of a needed repair, Safe and Sound will promptly repair the equipment as needed

Maintenance Agreement also covers the labor for replacement of company purchased wires and equipment.

Customer is to call Safe and Sound Security at 925-566-8611 to schedule any service requests, including any annual services or tech support included under this agreement. If customer requests repair service, the company or its contractor may agree to provide such repair service during its regular business hours of 8:00am to 5:00pm Monday through Friday (excluding holidays) as long as customer is current on all payments.

WHAT IS NOT COVERED: The coverage purchased does not cover the costs of any rental equipment of lifts that may be needed in order for Safe and Sound Security to perform the work under this agreement.

TERM OF CONTRACT: This agreement shall continue for the initial term of 60 months unless earlier terminated pursuant to the provision hereof, and shall thereafter automatically renew on an annual basis unless cancelled by either party at least 30 days before the end of the then-current term provided that Safe and Sound gives Customer sixty (60) days' advanced notice of the upcoming renewal. Customer agrees to pay the total monthly fee stated.

CONTRACT TRANSFER: You can assign your agreement to another person by contacting SAFE AND SOUND SECURITY. SAFE AND SOUND SECURITY shall have the right to transfer or assign this agreement and shall be relieved on any obligations herein upon such assignment.

CANCELLATION: You may cancel this agreement via email at info@getsafeandsound.com or by calling 925-566-8611. The effective date of cancellation is the date that Safe and Sound Security receives your request for cancellation. Both parties maintain the right to cancel this agreement at any time in the event of fraud or material misrepresentation by the other party and/or a material breach of the Agreement. If you cancel this agreement, due to Safe and Sound's material breach, you will be provided with a refund of any advanced fees paid. Customer agrees that the charges due under this agreement are based on Customer's agreement to receive and pay for the services during the initial term and any renewal term and that the company has relied upon this agreement and has incurred costs in deciding to enter into this agreement. If customer breaches this agreement during the initial term or renewal term, customer will also pay an amount equal to 100% of the remaining payments owed during the initial term or any renewal term and any related levies, court costs, collection costs, and attorney fees. This termination charge is not a penalty; it is a charge to compensate company for customer's failure to maintain services for the initial term or renewal term. All amounts are due immediately without presentment, demand, protest or further notice, all of which customer expressly waives.

EXCLUSION: Customer is not responsible for damage caused by abuse, misuse, tampering, construction, vandalism, thefts, the acts of God, or any other cause other than normal wear and tear. Unused services for any given month do not roll over into the following month.

NOTICE: This agreement shall be null and void and Safe and Sound Security shall not be liable for any damages or expenses, if the customer does not first grant Safe and Sound Security access to the premises and the opportunity of Safe and Sound to inspect, correct, or replace alleged defective items, before owner incurs expenses or has work done by a replacement contractor.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION .

Scott Buller

Date Signed