PROPOSAL

Station 271 Surveillance Deployment

Whitestown Fire Department

2965 E 575 E
Whitestown, IN 46075

Revision: 0
Modified: 4/28/2022

Presented By:

Security Pros, LLC

2125 Future Drive
Suite A
Sellersburg, IN 47172 United States
877-291-3877
https://www.securitypros-usa.com/

NW Corner

1	12MP/4K outdoor vandal fisheye camera featuring WiseStream technology. Additional features include True D/N, triple codec H.265/H.264/MJPEG, people counting and heat map analytics, SD card slot (up to 128GB), 2-way audio, built-in mic, simple focus, PoE/DC dual power, IK10 and IP66.	
1	White Cap adapter for the XNf-9010RV	
1	Corner Mount Adapter Accessory, use with SBP-300WMW1, White	
1	White Wall mount	
175	Cat6, (Black), Non-Plenum, Indoor Network/Video Surveillance Cabling	

NW Corner Total **$1,652.15**

SW Corner

1	12MP/4K outdoor vandal fisheye camera featuring WiseStream technology. Additional features include True D/N, triple codec H.265/H.264/MJPEG, people counting and heat map analytics, SD card slot (up to 128GB), 2-way audio, built-in mic, simple focus, PoE/DC dual power, IK10 and IP66.	
1	White Cap adapter for the XNf-9010RV	
1	Corner Mount Adapter Accessory, use with SBP-300WMW1, White	
1	White Wall mount	
175	Cat6, (Black), Non-Plenum, Indoor Network/Video Surveillance Cabling	

SW Corner Total **$1,652.15**

* Price Includes Accessories

NE Corner

1 4K Vandal-Resistant IR Outdoor Network Bullet Camera

2 Simply45 S45-1600 Cat6 Unshielded, Pass Through Rj45

175 Cat6, (Black), Non-Plenum, Indoor Network/Video Surveillance Cabling

NE Corner Total **$1,832.92**

SE Corner

1 4K Vandal-Resistant IR Outdoor Network Bullet Camera

2 Simply45 S45-1600 Cat6 Unshielded, Pass Through Rj45

175 Cat6, (Black), Non-Plenum, Indoor Network/Video Surveillance Cabling

SE Corner Total **$1,832.92**

MDF

1 Cloud Video Recorder - Up to (11) IP Cameras at 4MP with Presumed 30 Day Retention, 12 Hour/Day Motion and 10 FPS. (8) POE Ports

1 Initial hosted surveillance system configuration; application specific

MDF Total **$1,542.46**

Monthly Services - Hosted Video Services

4 7 Days of True Cloud Video Storage and Management, HD1 (Low Resolution) - Billed Monthly

Monthly Services - Hosted Video Services Total **$53.92**

* Price Includes Accessories

1	ProCare - Ongoing Labor and Equipment Service Agreement	
Monthly Services - ProCare Service Agreement Total		**$83.95**

Project Subtotal:	**$8,650.47**

* Price Includes Accessories

Equipment:	$6,542.09
Misc. Parts Adjustment:	$229.01
Installation Labor:	$1,741.50
Hosting Services - Surveillance (Monthly) Labor:	$53.92
ProCare Managed Services (Monthly) Labor:	$83.95
Grand Total:	**$8,650.47**

Client: **John Westrich** **Date**

Contractor: **Security Pros, LLC** **Date**
LMPD #611

Proposal/Agreement: Terms and Conditions

1. AGREEMENT VALIDITY & RECEIPT OF COPY - All Agreements are valid for acceptance within 30 calendar days from the date of issue. Subscriber also acknowledges receipt of a copy of this agreement.

2. PRICE POLICY - Prices quoted are non-union and do not include any sales or applicable taxes, builder's risk insurance, bonds, or permits. Prices are also based upon the scope of work defined in the request for proposal (RFP) and/or Security Pros, LLC proposal. In the event that the stated scope of work is modified, Security Pros reserves the right to revise its prices accordingly. Security Pros prices were developed on the assumption that all work defined in the RFP and/or Security Pros proposal will be awarded to a single contractor, unless otherwise noted.

3. PROPRIETARY - Any copies of confidential information concerning either party, including such party's parts, services, drawings, specifications, processes, and intellectual property, which may be provided to the other party (the "Recipient") as a result of the purchase order between Security Pros and Customer are proprietary to and remain the exclusive property of such party and may not be used or disclosed by the Recipient without written consent of such party. Customer further agrees not to reverse engineer, disassemble, or decompile any tangible objects of Security Pros which embody such information. Sale of any product does not include the sale or transfer of any of Security Pros' intellectual property rights.

4. ASSIGNMENT - Customer may not assign these Terms and Conditions and Warranty, in whole or in part, without Security Pros' prior written consent. These Standard Parts Terms and Conditions and Warranty shall be binding upon completion and insure to the benefit of the parties' respective successors and permitted assigns.

5. ENFORCEABILITY - If any provision of these Terms and Conditions and Warranty is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way and such court will replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the valid or unenforceable provision.

6. THIRD PARTIES - Nothing contained in these Standard Parts Terms and Conditions and Warranty, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third-party beneficiary.

7. WAIVER OF RIGHTS - Failure of either party to insist on performance of any provision in these Standard Parts Terms and Conditions and Warranty or any purchase order shall not be construed as a waiver of that provision or a waiver of Security Pros' or Customer's right to require compliance with such provision in any later instance.

8. ENTIRE AGREEMENT - The terms and conditions set forth herein, together with any amendments, modifications, and any different terms or conditions expressly accepted by Security Pros in writing, shall constitute the entire agreement concerning parts. There are no oral or other representations or agreements.

9. TERMINATION - You, the Subscriber may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction. Upon termination of this Agreement for any reason, Subscriber shall permit Security Pros or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from Security Pros monitoring network.

10. DEPOSITS - Prior to the initial start of installation and when not restricted by law, a 50% non-refundable deposit is required for each agreement.

11. INVOICING & PAYMENTS - Upon delivery, Security Pros shall promptly issue to Customer an invoice, dated and numbered, for all parts for which such delivery was made. Each Invoice shall include:

(1) The applicable purchase order reference number (when provided by the customer on the signature page of this agreement), (2) The Customer's location scheduled to receive the parts, (3) The price of such parts, (4) Applicable freight costs and (5) Applicable taxes, duties and fees (including without limitation any goods, services tax, and/or sales tax. Unless otherwise agreed to by both parties, invoicing will be on a progressive basis (Standard billing terms Net 30 days). A service charge of the lesser of 1.5% per month, or the maximum rate permitted by applicable law, will be added to past due amounts. Customer agrees to pay all costs and expenses of Security Pros associated with collection of any past due amounts, including reasonable attorney's fees. In addition, Security Pros reserves the right to hold further shipments of parts and/or Service Calls until said past due amounts are paid in full to Security Pros. Payment for parts by Customer shall not be delayed for any reason or contingent upon Customer's receipt of any payment from or action by another party. In the event Customer shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under law related to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, Security Pros may, at its sole discretion, immediately and without notice terminate its performance under any open invoices and treat the Customer as in default. Customer hereby grants Security Pros a purchase money security interest (PMSI) in the parts until Security Pros has been paid in full.

12. DEFAULT BY SUBSCRIBER - If Subscriber fails to pay any amount herein within the specified terms provided on the invoice, or if Subscriber fails to perform any other provisions hereof within ten (10) days Security Pros may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by prevailing jurisdiction, but not greater than (18%) percent per annum. If the system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to Security Pros any past due balance, labor associated and applicable reconnection charges.

13. WORK SCHEDULE - Allow Security Pros at least fourteen (14) business days to schedule work after signed acceptance of proposal. Once the project has commenced, delays caused by situations beyond Security Pros control may result in additional labor expenses billable to the customer in addition to this signed agreement. If Security Pros personnel are unable to work due to any circumstances outside of Security Pros control, Security Pros will invoice for the lost man-hours at the standard Security Pros hourly rate. A minimum of four (4) hours per man within 100 miles of local Security Pros office, and a minimum of eight (8) hours per man over 100 miles of a Security Pros office. Standard business hours include Monday through Friday 8:00am to 4:00pm and excludes all major holidays and weekends.

14. MATERIALS - In the event that the project is shut down for any reason due to circumstances outside of Security Pros control, customer agrees to settle outstanding labor expenses and all material/equipment for project specified in this signed agreement.

15. ASSIGNEES/SUBCONTRACTORS OF SECURITY PROS - Security Pros shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services, which it may perform. Subscriber acknowledges

that this Agreement, and particularly those paragraphs relating to Security Pros maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Security Pros, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Security Pros.
16. WORKMANSHIP GUARANTEE - Security Pros warrants all labor services to be free of workmanship defects for a period of 1 Year from the date that the work is performed. During the 1 Year period, in the event of a labor or equipment defect Security Pros will repair the defect at no cost to Subscriber. Any materials or equipment furnished by Security Pros to the customer will be covered by the corresponding manufacturer's warranty. In the event of an equipment failure, a detailed claim request must be submitted to Security Pros support staff via email to support@securitypros-usa.com. In the event a warranty service call is made but no labor or equipment defect is found, Security Pros will invoice its standard hourly rate or $92.50 (minimum hourly rates do apply) for Service Call. Security Pros, LLC makes no fitness-for-purpose warranty and any such warranty contained in the bid shall be excluded from this signed agreement.
Installation of the Security Pros workmanship must have been performed by a Security Pros Authorized technician and must have been inspected and approved for Workmanship Guarantee by Security Pros. This Guarantee is effective and valid only after final inspection and acceptance by Security Pros. If, after inspection by Security Pros, defects in materials and/or the workmanship of Security Pros materials are found, Security Pros will repair at its expense, but in no event shall Security Pros obligation over the life of this warranty exceed the Building/Business Owner's original cost of the installed materials. The warranty stated herein is the SOLE AND EXCLUSIVE REMEDY for defects in or failure of the materials supplied by Security Pros and/or Defective workmanship provided by the below named Security Pros Authorized Technician. This warranty does not cover failure of Security Pros Materials or Workmanship if in Security Pros' good faith determination, the failure was caused by natural disasters including, but not limited to, the direct or indirect effect of lightning, improper handling, use or operation, abuse or misuse, misapplication, negligence, neglect, corrosion, extreme heat or cold, fire, acts of God, improper maintenance, lack of reasonable and necessary maintenance, installations, repairs or modifications made or attempted by anyone other than Security Pros or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Security Pros, adversely affect the performance or reliability of the product.
17. LIMITATION OF LIABILITY - It is understood and agreed: That Security Pros is not an insurer; that insurance, if any, shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein; that Security Pros makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed or detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to monitoring or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things: i. The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; ii. The uncertainty of the response time of any police department, fire department, paramedic unit, or others be dispatched as a result of a signal being received; iii. The inability to ascertain what portion, if any, of any loss would be proximately caused by Security Pros failure to perform or by its equipment to operate; iv. The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the system is designed to detect or avert; v. The nature of the service to be performed by Security Pros.

ProCare Managed Services (Equipment & Labor Service Agreement Terms & Conditions
This Agreement must be purchased at time of proposal acceptance or within 30 days of the completion of installation and shall be for an initial term of three (3) years beginning at completion of the project installation. An annual renewal meeting will be setup to have overview of contract and renew. If either party elects to terminate contract, party must notify the other in writing of its intention to terminate this Agreement no less than thirty (30) days prior to the expiration of the original term. Security Pros may increase the monthly rate for any renewal period by giving Subscriber written notice.

1. PROCARE SERVICE AGREEMENT - The ProCare Service Agreement stated herein by Security Pros is intended solely for the original Customer designated in this agreement. It is not transferable or assignable by the original Customer and is conditional upon proper installation (if applicable), operation, and use by Customer. The Service Agreement covers equipment replacement for a minimum of 3 years (from the date of purchase) or the period of the manufacturer's warranty (whichever is greater). The Service Agreement begins upon completion of the installation or date of signature (whichever occurs last). In the event of an equipment failure, a detailed claim request must be submitted to Security Pros support staff via email to support@securitypros-usa.com. In the event a service call is made but no labor or equipment defect is found, Security Pros will invoice its standard hourly rate (minimum hourly rates do apply) for Service Call. Security Pros makes no fitness-for-purpose warranty and any such warranty contained in the bid shall be excluded from this signed agreement. Standard business hours include Monday through Friday 8:00am to 4:30pm and excludes all major holidays and weekends. During the excluded time there will be a truck charge in addition to the applicable hourly rate beginning when the service technician starts their route to facility.
2. LIMITATION OF LIABILITY - The Agreement does not cover the cost of labor, shipping or freight charges, travel time charges, charges for removal of goods or equipment, the charges for reinstallation, or the cost of non-Security Pros parts. Normal wear and tear to equipment and damage due to alteration of the equipment not done by Security Pros are also excluded from this agreement.
The Agreement does not apply if Customer caused or contributed to the product failure by any of the following: improper handling, use or operation, abuse or misuse, misapplication, negligence, neglect, corrosion, extreme heat or cold, fire, acts of God, improper maintenance, lack of reasonable and necessary maintenance, installations, repairs or modifications made or attempted by anyone other than Security Pros or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Security Pros, adversely affect the performance or reliability of the product. In no event shall Security Pros responsibility extend to any equipment, apparatus or product that Security Pros has not manufactured or supplied to Customer. This agreement shall not be enlarged, nor shall any obligation or liability of Security Pros be created, by Security Pros providing technical advice, facilities or service in connection with any product.

3. INTERRUPTION OR CANCELLATION OF SERVICE - Security Pros shall not be liable for failure or interruption of services due to circumstances beyond reasonable control of Security Pros. This includes, without limitation acts of God, strikes or labor disputes, laws or regulations of any government or government agency, military operations, acts of terrorism, riots, floods, storms, earthquakes, fires, power failures, power surges (including lightning damage), insurrection, interruption or unavailability of telephone service, failures in delivery of carriers or suppliers, shortage of materials or any other cause beyond the control of Security Pros. The occurrence of any contingency beyond Security Pros' reasonable control shall not constitute cause for cancellation of warranty but shall extend Security Pros time to perform the required service for a period equal to the duration of such contingency and alleviates the responsibility to provide service to Subscriber while interruption of service though any such cause may continue. This Agreement may be suspended, cancelled, or modified without notice at the option of Security Pros, if Security Pros or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event Security Pros is unable to render service as a result of any action by any governmental authority.
4. CUSTOMER REQUIREMENTS, LIMITATIONS OF USE, DEFINITION OF SERVICES - Customer must request service by phone at 877-291-3877 or in writing to support@securitypros-usa.com.