

Appendix E to DIR-TSO-3482
POST-SALES SUPPORT AND SERVICES AGREEMENT

THIS POST-SALES SUPPORT AND SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 20__ by and between _____ ("Customer") and LenSec LLC, an Alabama limited liability company ("LenSec").

WHEREAS, LenSec is in the business of selling Digital Video Surveillance solutions, including Hardware, Software and Installation Services;

WHEREAS, LenSec offers Hardware Warranty, Remote Diagnostics and Software Support, and On-Site Service Plans to its customers;

WHEREAS, Customer has purchased Digital Video Surveillance Products pursuant to that certain Sales and Installation Agreement by and between Customer and LenSec (the "Purchase Agreement"); and

WHEREAS, Customer is interested in purchasing Hardware Warranty, Remote Diagnostics and Software Support, and/or On-Site Service Plans (collectively, "Post-Sales Support & Services") from LenSec.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein in accordance with DIR Contract No. DIR-TSO-3482, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Service Plans.**

1.1. **General.** LenSec agrees to provide Customer with the Post-Sales Support & Services as more fully described on the proposal attached hereto as Attachment A (the "Proposal"). Customer agrees to purchase the Post-Sales Support & Services pursuant to the terms and conditions of DIR Contract No. DIR-TSO-3482, this Agreement and the Proposal.

1.2. **Hardware Warranty Plan.** Upon acceptance of a Proposal for LenSec to provide services under Hardware Warranty Plan, LenSec will provide such Hardware warranty service for one (1) year. LenSec service extension for hardware warranty plan could be provided on annual basis based on mutual agreement. LenSec will continue to support hardware warranty plan during the validity of the service contract as long as the equipment is covered under the warranty from the manufacturer. If the site is not under service support by LenSec then Customer can directly coordinate with manufacturers to receive warranty on parts with-in the warranty period. Information related to manufacturer warranty can be provided upon request. The hardware warranty start date will be the date equipment is delivered on-site.

1.3. **Remote Diagnostics and Software Support Plan.**

(a) Upon acceptance of a Proposal for LenSec to provide services under a Remote Diagnostics and Software Support Plan, LenSec will, provided Customer has configured its systems to be monitored in accordance with LenSec's instructions, on a periodic basis during the term of the Remote Diagnostics and Software Support Plan, (i) remotely contact each server to confirm that the uploader and capture functions are running, (ii) if ping is available, ping each server to confirm that it is accessible, and (iii) remotely contact each camera installed on Customer's system to determine if each camera has signal. The results of such tests will be reported to LenSec's support center. Any issue that is reported to LenSec's support center, and which cannot be remotely repaired by LenSec, will be communicated to Customer during the then operating hours, as soon as reasonably practicable after such notification and using the contact information set forth in the Proposal. If Customer has purchased an On-Site Service Plan, then the provisions of Section 1.4 below will apply to any such issue that cannot be remotely repaired by LenSec. Customer hereby agrees to provide LenSec with remote access to the Products or the live or archived images resulting from the Products at Customer's facilities, including, without limitation, the Designated Location(s). The Remote Diagnostics and Software Support Plan purchased by Customer hereunder shall be valid for a period of one (1) year from the completion of the installation of the Products, except that if the Proposal sets forth a longer time period, then such longer time period set forth on the Proposal shall apply. LenSec service extension for Remote Diagnostics and Software Support plan could be provided on annual basis based on mutual agreement. In the event that Customer has not purchased an On-Site Service Plan or in the event that Customer has not configured its systems to be monitored in accordance with LenSec's instructions, then the following provisions shall apply with respect to the repair, replacement, support and/or servicing of the Products:

(b) LenSec will charge for labor at or travel time to Customer's Designated Location(s) in accordance with most current travel reimbursement rates published by Texas Comptroller of Public Accounts and must be preapproved by the Customer. Customer shall pay for all parts and replacement equipment (other than Covered Hardware if Customer has Hardware Warranty Plan in effect) needed for repairs hereunder. Unless otherwise designated on the Proposal, the performance of LenSec's repairs is limited to Products supplied by and services performed by LenSec. If in order to perform such repairs, LenSec's personnel are required to update, modify, remove, install, alter or improve any non-LenSec supplied hardware, software or other materials, Customer will pay LenSec for such labor as set forth on Appendix C of DIR Contract No. DIR-TSO-3482.

(c) During the term of the Remote Diagnostics and Software Support Plan, if LenSec has released a fix or patch and Customer has configured its systems to be monitored in accordance with LenSec's instructions, LenSec will remotely install such fix or patch on Customer's Software. If LenSec is unsuccessful in any remote install or determines that a local install will be more effective or stable, LenSec may mail the fix or patch to Customer for local install by Customer. In no event will anything contained in this Section 1.3(b) be construed to obligate LenSec to perform any on-site installation. All fixes or patches once installed by Customer or LenSec, as applicable, will be part of the Software and subject to the License applicable for such Software.

1.4. **On-Site Service Plan.** Any Customer that purchases an On-Site Service Plan must also purchase a Remote Diagnostics and Software Support Plan. In no event will LenSec be obligated to perform any on-site service under an On-Site Service Plan unless Customer has also purchased a Remote Diagnostics and Software Support Plan. Upon acceptance of a Proposal for LenSec to provide on-site service under an On-Site Service Plan, LenSec will not charge for labor at or travel time to Customer's Designated Location(s). Customer shall pay for all parts and replacement equipment (other than Covered Hardware if Customer has Hardware Warranty Plan in effect) needed for repairs hereunder. LenSec shall only invoice Customer for all such parts or replacement equipment, if applicable. Unless otherwise designated on the Proposal, the performance of LenSec's On-Site Service Plan is limited to Products supplied by and services performed by LenSec. If in order to perform the On-Site Service Plan, LenSec's personnel are required to update, modify, remove, install, alter or improve any non-LenSec supplied hardware, software or other materials, Customer will pay LenSec for such labor set forth on Appendix C of DIR Contract No. DIR-TSO-3482. Notwithstanding the foregoing, in no event will LenSec be obligated to perform any on-site service under an On-Site Service Plan if LenSec is able to fix the problem remotely under the Remote Diagnostics and Software Support Plan. Customer hereby grants LenSec access to the Products at Customer's facilities, including, without limitation, the Designated Location(s). The On-Site Service Plan purchased by Customer hereunder shall be valid for a period of one (1) year from the completion of the installation of the Products, except that if the Proposal sets forth a longer time period, then such longer time period set forth on the Proposal shall apply. LenSec service extension for on-site service plan could be provided on annual basis based on mutual agreement

1.5 **Additional Services.** In addition to the other obligations of LenSec stated in this Agreement or specified in the Proposal, LenSec shall render and perform such other services as the parties may mutually agree to at the hourly rates set forth on Appendix C of DIR Contract No. DIR-TSO-3482.

2. **Payment Terms.**

2.1. **Payment.** Customer agrees to pay the Post-Sales Support & Services fees for each service plan described above as specified in the Proposal (collectively, the "Fees") in accordance with Appendix C of DIR Contract No. DIR-TSO-3482.

2.2. **Other Charges; Taxes.** Taxes shall be in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3482.

2.3. **Due Date.** All payments shall be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3482.

2.4. **Suspension.** Suspension shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3482.

3. **Limited Warranty.**

3.1. **Hardware.** LenSec warrants that the Hardware identified on the Proposal as being covered by the Hardware Warranty Plan ("Covered Hardware"), when used and maintained in accordance with the manufacturer's written specifications for such Covered Hardware, will conform to such Hardware Specifications for the period specified on the Proposal ("Warranty Period"). If Customer notifies LenSec that Covered Hardware is not in conformance with the Hardware Specifications during the Warranty Period (the "Hardware Notification"), LenSec will, without charge to Customer and upon delivery of such

Covered Hardware by Customer to LenSec in the event that an On-Site Services Plan is not in effect, (i) repair the Covered Hardware so that it conforms to the Hardware Specifications or replace the Covered Hardware and, if applicable, ship the repaired or replacement Covered Hardware to Customer, or (ii) at the sole discretion of LenSec, return Customer's original payment price for that Covered Hardware less depreciation (calculated using straight-line amortization over a thirty-six month period) and terminate all other obligations under this Agreement as to that Covered Hardware, **with such remedy being the sole and exclusive remedy of Customer for breach of this warranty**. Notwithstanding anything contained in this Agreement to the contrary, **in no event** will LenSec be responsible for providing any Hardware warranty service under Hardware Warranty Plan if such Covered Hardware (i) was not kept or stored by Customer in a location with appropriate ventilation for such Covered Hardware, or (ii) was kept at a temperature exceeding 85 degrees Fahrenheit (85°F) (the "Temperature and Ventilation Requirements") or below 50 degrees Fahrenheit (50°F), or (iii) was kept under the humidity more than 80% or below 20%. In the event that during the Warranty Period Customer does not use and maintain the Covered Hardware in accordance with the Hardware Specifications or, if applicable, does not deliver the Covered Hardware to LenSec within thirty (30) days of the Hardware Notification, then the provisions of Section 1.3(a)(1) above shall apply with respect to the repair, replacement, support and/or servicing of the Covered Hardware. LenSec will provide necessary support for the hardware warranty during the validity of Hardware Warranty Plan from LenSec. In the event that any equipment is not functioning properly and Hardware Warranty Plan from LenSec is not in effect then the customer has an option to directly check with the manufacturer of the equipment for getting any warranty support. Information related to manufacturer warranty can be provided upon request.

3.2. **Software Patches.** LenSec warrants that any Software updates and fixes that are created by LenSec will be supplied as part of the Remote Diagnostics and Software Support Plan. Provided that Customer has used and maintained the Software in accordance with LenSec's written specifications for such Software, if Customer notifies LenSec that the Software is not functioning in accordance with such Software Specifications during the term of the Remote Diagnostics and Software Support Plan (the "Software Notification"), LenSec will, without charge to Customer and upon receipt of such Software from Customer in the event an On-Site Service Plan is not in effect, (i) repair the Software so that it conforms to the Software Specifications or replace the Software with conforming Software and, if applicable, ship the repaired or replacement Software to Customer, or (ii) at the sole discretion of LenSec, return Customer's payment for that Software and terminate all other obligations under this Agreement as to that Software, **with such remedy being the sole and exclusive remedy of Customer for breach of this warranty**. In the event that during the term of the Remote Diagnostics and Software Support Plan Customer has not used or maintained the Software in accordance with the Software Specifications or, if applicable, does not deliver the Software to LenSec within thirty (30) days of the Software Notification, then the provisions of Section 1.3(a)(1) above shall apply with respect to the repair, replacement, support and/or servicing of the Software.

3.3. **Remote Diagnostics and On-Site Services.** LenSec warrants that during the term of the Remote Diagnostics and Software Support Plan or the On-Site Services Plan, as applicable, (i) such services will substantially conform to the description of such services as stated in this Agreement, and (ii) the services will be performed in a good and workmanlike manner. If Customer notifies LenSec that a service is not in conformance with this limited warranty during the applicable service plan term, LenSec will, without charge to Customer (i) re-perform the service so that it conforms to this limited warranty, or (ii) at the sole discretion of LenSec, return Customer's payment for that portion of the service and terminate all other obligations under this Agreement as to that specific service, **with such remedy being the sole and exclusive remedy of Customer for breach of this warranty**.

3.4. **Warranty Disclaimer.** If needed, LenSec shall pay the cost of removing and shipping any Products to LenSec for repair or replacement and shall pay for the installation of a repaired or replacement Product and the shipment thereof to LenSec. **IN ALL EVENTS, LENSEC ASSUMES RISK OF LOSS OF THE PRODUCTS DURING TRANSIT AND CUSTOMER ASSUMES NO RESPONSIBILITY FOR ANY DELAYS, LOSSES, OR DAMAGES TO PRODUCTS IN TRANSIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LENSEC SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS AGREEMENT, THE PROPOSAL, ANY ORDER OR IN ANY OTHER MATERIALS, BROCHURES, PRESENTATIONS, SAMPLES, MODELS OR OTHER DOCUMENTATION OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH WOULD EXTEND BEYOND THE WARRANTIES EXPRESSLY CONTAINED HEREIN. LENSEC DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED.** In addition to other items not covered by the limited warranties contained in this Section 3, the following issues are not covered by such limited warranties: (i) any software, including, without limitation, the operating system and software added to the Products, (ii) any hardware not supplied by LenSec to Customer under this Agreement, or (iii) problems resulting from: (1) external causes such as accident, abuse, misuse, faulty electrical power or other

causes beyond the control of LenSec, (2) any servicing not authorized by LenSec, (3) usage not in accordance with the applicable specifications, (4) Customer's failure to follow the applicable specifications, (5) usage of accessories, parts or components not supplied by LenSec or modifications to the Products not made or authorized in writing by LenSec, or (6) Customer's non-compliance with the Temperature, Ventilation and Humidity Requirements. LenSec reserves the right to condition performance of warranty services upon an inspection of the relevant facilities at the Designated Location(s). Customer acknowledges and agrees that notwithstanding anything contained herein to the contrary, LenSec shall not be obligated to perform any Post-Sales Support & Services hereunder, and the limited warranties contained herein shall not apply, until Customer has: (1) reported to LenSec the number of cameras not providing an image on Customer's monitors, (2) confirmed that power is available and being provided to each Product, (3) confirmed that Customer has working access to its internal network, and (4) confirmed that Customer has working access to the Internet. If LenSec has to perform any of the items set forth in the preceding sentence and the problem(s) with the Products are not covered by the limited warranties contained herein, then Customer will be obligated to pay to LenSec on a time and materials basis for the performance of any such four items set forth in the preceding sentence. In the event that power is not available or being provided to each Product or Customer does not have working access to the Internet or its internal network, then LenSec will not be obligated to perform any Post-Sales Support & Service hereunder until Customer has remedied its power, Internet or internal network problems.

4. **Limitation of Liability.** Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3482.

5. **Access.** Notwithstanding anything contained in this Agreement or the Proposal to the contrary, Customer acknowledges and agrees that LenSec will not be obligated to perform any service under a Remote Diagnostics and Software Support Plan and/or an On-Site Service Plan in the event that Customer does not grant LenSec remote access to the Products or the live or archived images resulting from the Products at Customer's facilities, including, without limitation, the Designated Location(s). If LenSec is not granted remote access to the Products or the live or archived images resulting from the Products within twenty (20) days from Customer's receipt of LenSec's written request for such remote access, then LenSec may, at its sole option and without incurring any liabilities, terminate the Remote Diagnostics and Software Support Plan and/or the On-Site Service Plan without any refunds to Customer. In the event that LenSec terminates a Remote Diagnostics and Software Support Plan and/or an On-Site Service Plan under this Section 5, then the provisions of Section 1.3(a)(1) above shall apply with respect to the repair, replacement, support and/or servicing of the Products.

6. **Indemnification.** Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3482

7. **Termination.** Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3482.

8. **Relationship and LenSec Obligations.** LenSec will perform the Post-Sales Support & Services as an independent contractor and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. LenSec may use either its own personnel to perform the Post-Sales Support & Services hereunder or may subcontract for the provision of any of the Post-Sales Support & Services hereunder. Customer agrees to provide reasonable assistance to LenSec in LenSec's performance of the Post-Sales Support & Services. Unless specifically set forth in the Proposal, LenSec shall have no obligation to perform any Post-Sales Support & Services on any hardware or software not supplied by LenSec. Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3482.

9. **Archiving.** Customer acknowledges and agrees that LenSec does not (and will not at any time) archive at any of LenSec's offices or any other location any image or video file footage resulting from the Products. The archiving of any image or video file footage resulting from the Products will be the sole responsibility of Customer. If requested by Customer and to the extent possible, LenSec may assist Customer with extracting an archived image or video file footage resulting from the Products and send such archived image or video file footage on a compact disk or other media to Customer, all at Customer's expense. In no event will LenSec maintain a copy of such compact disk or other media sent to Customer and all files located on LenSec's computers, servers and/or network associated with such archive retrieval will be immediately destroyed in each instance.

10. **Contract Disputes.** All disputes and claims arising out of or relating to this Agreement shall be handled in accordance with Appendix A, Section 11A of DIR Contract No. DIR-TSO-3482.

11. **General Provisions.** LenSec may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-

performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiler will not be able to deliver product or services in a timely manner to meet the business needs of the Customer. DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment. **THIS AGREEMENT SHALL BE GOVERNED UNDER THE LAWS OF THE STATE OF TEXAS.** Any dispute, claim, suit or proceeding hereunder shall be brought **EXCLUSIVELY** in a state district court located in Travis County, Texas.

Unless otherwise provided herein, no amendments or modifications to this Agreement shall be binding on either party unless made in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Proposal or any addendum, exhibit or other attachment hereto, DIR Contract No. DIR-TSO-3482 shall govern. DIR Contract No. DIR-TSO-3482 and this Agreement, together with the attached Proposal and the Purchase Agreement, constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals and representations, oral or written, express or implied, with regard thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Customer:

LenSec:

LenSec LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Customer's Address

Attention: _____

LenSec's Address

1800 Bering Dr., Suite 751

Houston, Texas 77057

Attention: _____

Appendix E to DIR-TSO-3482
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ATTACHMENT A

[See the attached Proposal]