



30700 Bainbridge Road
 Solon, Ohio 44139
 Phone 216-595-0890
 Fax 216-595-0991

Federal Tax ID #34-1530120

May 21, 2018

Robert Black
 Jail Coordinator
 Wise County Sheriff's Office
 200 Rook Ramsey Drive
 Decatur, TX 76234

Dear Mr. Black:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

Quote Number: 06-180521-130358

Qty.	Part Number	Description	Disc.	Price	Total
1	GUARD1-VERSION6	Guard1 Real Time, Base Software	100%	4995.00	0.00
1	V6-SUPPORT	One Year Support for Guard1 Real Time	100%	995.00	0.00
1	PROF-SVCS	Professional Services, per day	50%	6300.00	3150.00
15	PIPE-II-TKS	The PIPE Touch Button Reader		595.00	8925.00
3	DL-IP	IP Downloader		695.00	2085.00
170	PIPE-BUTTON-F5	5mm Touch Memory Button		3.15	535.50
20	PIPE-F5-MOUNT	Plastic Wall Mount Button Holder		3.50	70.00
2	LOGINBOARD-3COL	Officer Login Board, 3 Columns, Buttons not Included		49.95	99.90
15	PIPE-WALLET-6	Leather Wallet for Incident Recording (6 buttons)		39.95	599.25
8	PIPE-KEYRING	Plastic Keyring Button Holder, Button not included		3.50	28.00
1	SHIPPING	Estimated Shipping Charge		24.67	24.67
				Total	\$15517.32

Terms are Net 30 Days after credit approval. FOB Solon, Ohio. The 100% discount for the Guard1-Version6 Real Time software is contingent on the renewal of the expired Support Subscription which is \$1,145. You will receive unlimited Client Licenses with the purchase of the Version6 Real Time software and will continue to receive this promotion each year the Support Subscription is renewed without a lapse.

Sales tax and shipping charges may apply. This quote is valid for thirty days from the date above. All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at <http://www.guard1.com/Legal/Terms-And-Conditions-of-Sale.aspx>.

TimeKeeping Systems collects sales tax when shipping to CA, FL, IL, KY, MN, OH, PA, TX, and WI.

New customers: If your organization is tax exempt (and we are shipping to one of the states listed above) please provide a tax exemption certificate with your first order.

If you have any further questions, or if there is anything else I can do to help you make your decision, please let me know.

TimeKeeping
Systems, Incorporated

30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

Sincerely,

Nicole Clark
Midwest Regional Sales Manager
216-595-0890



30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

May 21, 2018

Robert Black
Jail Coordinator
Wise County Sheriff's Office
200 Rook Ramsey Drive
Decatur, TX 76234

Dear Mr. Black:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

Quote Number: 06-180521-123627

Qty.	Part Number	Description	Price	Total
1	G1PSE-SUP-SL	One Year Support for Guard1 Plus SE - Server License	495.00	495.00
1	G1PSE-SUP-RS	One Year Support for Guard1 Plus SE - Reporting Services	195.00	195.00
1	G1PSE-SUP-CL	One Year Support for Guard1 Plus SE - Client License	95.00	95.00
8	G1PSE-SUP-AL	One Year Support for Guard1 Plus SE - Attendant License	45.00	360.00
			Total	\$1145.00

Terms are Net 30 Days. FOB Solon, Ohio.

Sales tax and shipping charges may apply. This quote is valid for thirty days from the date above. All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at <http://www.guard1.com/Legal/Terms-And-Conditions-of-Sale.aspx>.

TimeKeeping Systems collects sales tax when shipping to CA, FL, IL, KY, MN, OH, PA, TX, and WI.

New customers: If your organization is tax exempt (and we are shipping to one of the states listed above) please provide a tax exemption certificate with your first order.

If you have any further questions, or if there is anything else I can do to help you make your decision, please let me know.

Sincerely,

TimeKeeping

Systems, Incorporated

30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

Nicole Clark
Midwest Regional Sales Manager
216-595-0890

TimeKeeping Systems, Inc.

Terms and Conditions of Sale

Click here for Terms and Conditions of Sale for purchases from TimeKeeping Systems Europe.

General

TimeKeeping Systems, Inc. ("TKS") and Customer agree that the terms and conditions in this Agreement shall govern exclusively the sale or licensing by TKS of all hardware, firmware, software and services (collectively referred to as "Goods") within the United States. No addition or modification to any of the terms and conditions as they appear in this Agreement shall be binding upon TKS unless in writing and signed by an authorized representative of TKS. TKS objects to and rejects other terms and conditions that may be proposed by Customer or that appear on or are referenced in Customer's purchase order or requisition that are in addition to or otherwise not consistent with the terms and conditions in this Agreement.

Terms

Terms are net thirty (30) days from date of invoice, subject to credit approval. Customer agrees to pay interest on all past due amounts at a rate of Ten Percent (10%) per annum or at the rate prescribed by Texas State law, whichever is lower. No payment by offset is permitted. TKS reserves the right to withhold technical support and repair services if Customer fails to pay the full balance within thirty (30) days from the date of invoice.

Shipment

Shipment will be F.O.B. TKS's factory, warehouse or other point of shipment by TKS. Customer to pay all shipping, insurance, C.O.D. and related charges.

Title and Responsibility

Title to hardware shall remain with TKS as security only and until paid in full. Title for software or firmware remains with TKS and is licensed for use by Customer pursuant to TKS's license agreement. Risk of loss or damage shall pass to Customer upon shipment from F.O.B. point.

Quotations

All written quotations and pro forma invoices automatically expire unless accepted within thirty (30) days from the date quoted. Verbal quotations may be provided for information purposes only and are not binding. In order for catalog orders to be binding, quotations must specifically identify Goods and list the actual quantities involved. All stenographic and clerical errors are subject to correction.

Published Prices, Weights & Dimensions

Prices shown in any TKS publication are subject to change without notice and are not to be construed as a definite quotation or offer to sell by TKS. Published or advertised weights and dimensions are estimates or approximations only and are not warranted.

RJM

Taxes

Prices do not include sales, use, excise, customs, value-added or similar taxes, and Customer shall pay or reimburse TKS for such taxes as they apply.

Scope Change

All changes affecting Goods, delivery date or otherwise affecting the scope of the order are to be documented in writing and subject to prior approval at TKS Headquarters. All changes approved by TKS may result in price, delivery, specification, and/or other changes.

Services

Services (including installation, repair, start-up, application engineering assistance and technical training) are not included in the price unless specifically agreed to in writing by TKS.

Licensed Software and Firmware

Software or firmware which is subject to any TKS license agreement is also subject to Terms and Conditions herein unless inconsistent with the TKS license agreement, in which case the license agreement shall govern. In the absence of a separate TKS license agreement, Customer is granted a non-exclusive, non-transferable license to use TKS software or firmware only in object code form and solely in conjunction with specific hardware designated by TKS, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware. By using the product, Customer agrees to the terms and conditions of the TKS license agreement.

Warranty

HARDWARE. TKS warrants that new hardware Goods will be free from defects in material and workmanship for a specific number of months from the date of shipment from TKS's factory in Solon, Ohio, as follows:

- The PIPE (Version I, identified by serial numbers 0xxxxx to 9xxxxx): 36 months. Batteries are warranted to maintain an adequate operating voltage level for 12 months.
- PIPE II (Version II, identified by serial numbers beginning with "A"): 60 months. Batteries are warranted to maintain an adequate operating voltage level for 60 months.
- Stubby PIPE (identified by serial numbers beginning with "B"): 24 months. Batteries are warranted to maintain an adequate operating voltage level for 24 months.
- All other hardware Goods: 12 months.

This warranty is limited to defects arising under normal usage and does not cover malfunctions or failures resulting from or caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the Goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement, or repair or modification of, or issuance of a credit for the Goods involved, at TKS's option, only after the return of such Goods with TKS's consent in accordance with

RETURN OF GOODS. Any warranty service (consisting of time, travel, and expenses related to such services) performed other than at TKS's factory, shall be at Customer's expense.

LICENSED SOFTWARE AND FIRMWARE. Title to software and/or firmware Goods remains with TKS and is licensed to you for use with specific hardware designated by TKS. The software and/or firmware is warranted to conform to the written specifications prepared, approved, and issued by TKS for a period of twelve (12) months from the date of shipment from TKS's factory in Solon, Ohio. In the event of a warranty claim, TKS will provide corrective measures which are limited, at TKS's option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable you to work around the failure. TKS makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements.

Warranty satisfaction is available only if (a) TKS is promptly notified in writing upon discovery of an alleged defect and (b) TKS's examination of the subject Goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the Goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and thereby excludes certifications or the like for product performance, use or design with respect to any standard, regulation or the like (unless and to the extent independently approved in writing at TKS Headquarters) AND EXTENDS ONLY TO CUSTOMER PURCHASING FROM TKS OR AUTHORIZED TKS RESELLER.

Limit of Liability

IN NO EVENT, REGARDLESS OF CAUSE, SHALL TKS ASSUME RESPONSIBILITY OR LIABILITY FOR (a) BUSINESS INTERRUPTION, LOSS OF PROFIT OR THE LIKE, (b) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (c) INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES EACH ARISING OUT OF OR RELATED TO THE GOODS OR SERVICES OF THIS ORDER, OR (d) FOR CERTIFICATION, UNLESS OTHERWISE SPECIFICALLY PROVIDED HEREIN, OR (e) INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. TKS'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. THIS LIMITATION OF TKS'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. ANY ACTION AGAINST TKS MUST BE BROUGHT WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

Export Control

Any Goods or technical data supplied by TKS under these Terms and Conditions are subject to the United States Export Administration Act and Regulations, which includes the licensing of certain products. It is the responsibility of the exporter to comply with the Act and Regulations.

Return of Goods

Prior to returning Goods for repair or exchange, the Customer must first obtain a Return Merchandise Authorization ("RMA") number. The RMA number must appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The customer shall pay all shipping and insurance charges to TKS.

When Goods are received without an RMA number, or if the RMA has expired, TKS may, at its option, return the Goods to the customer, freight collect, or process the return for a handling charge of twenty-five dollars (\$25) or ten percent (10%) of the product cost, whichever is greater.

Returns for credit are subject to a twenty percent (20%) re-stocking fee plus any charges incurred in refurbishing the Goods. Under no circumstances may Goods be returned after thirty (30) days.

Cancellation and Termination

Any order placed under this Agreement may be cancelled or terminated, and scheduled shipments may be deferred by the Customer only (a) upon TKS's prior written agreement and (b) upon payment to TKS of reasonable and proper cancellation charges, including but not limited to all labor, facility, and equipment costs identified in the order or contract and which have been incurred prior to the date of notice of cancellation or termination. All additional costs resulting from the cancellation or termination, and a restocking charge of twenty percent (20%) of the final net price, will be included in the cancellation or termination charges to compensate for disruptions in scheduling, planned production, and other direct costs. Customer shall make payment within thirty (30) days from date of invoice.

TKS shall have the right to cancel any order placed under this Agreement or terminate this Agreement at any time by written notice for any breach of the order or this Agreement, including but not limited to non-payment by the Customer, and TKS shall be entitled to collect cancellation and termination charges as identified above.

No termination by Customer for default shall be effective unless and until TKS shall have failed to correct such alleged default within forty-five (45) days after receipt by TKS of the written notice specifying such default.

Force Majeure

TKS shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.

Government Clauses and Contracts

No Government contract regulations or clauses shall apply to the Goods or bind TKS unless specifically agreed in writing at TKS Headquarters.

Assignment

This Agreement may not be assigned by either party without the written consent of the other party.

Governing Law and Forum

This Agreement shall be made in and performed in the State of Texas and shall be governed by and interpreted in accordance with the laws of the State of Texas. Customer agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated exclusively in courts having both jurisdiction and venue within the State of Texas and Wise County. Customer hereby consents to the jurisdiction of any local, state or federal court located within the State of Texas and Wise County and waives the personal service of any and all process upon Customer herein and consents that all such service or process may be made by certified mail to the Customer. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

Revised November 2011. Supersedes all prior versions.

AGREED
6/20/18
B — M. L. L.
BARRY MARKWITZ
PRESIDENT



WISE COUNTY ASSET CONTROL OFFICE

**P.O. Box 952
400 W Walnut
Decatur, TX 76234**

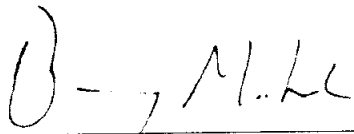
Phone -- 940-627-3312

Fax -- 940-627-4717

Wise County may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

By signing this document, your company will be providing the written verification required by Texas Government Code Section 2270.002.



Signature

BARRY MARKWITZ

Printed Name

PRESIDENT

Title

TIMEKEEPING SYSTEMS, INC.

Company Name

6/21/18

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
timekeeping systems
Solon, OH United States

Certificate Number:
2018-371399

Date Filed:
06/22/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County

Date Acknowledged:
6-25-18

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
06-180521-130358&123627
Guard1 documentation system

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is DANNY MARKWITZ, and my date of birth is _____

My address is 30700 BAINBRIDGE ROAD SOLON OH 44139 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CUYAHOGA County, State of OHIO, on the 22 day of JUNE, 20 18
(month) (year)

Danny Markwitz
Signature of authorized agent of contracting business entity (Declarant)