

Order Acknowledgement

| | |
|--|--------------------------------------|
| Customer: | <i>Azusa Unified School District</i> |
| Location: | 546 S Citrus Ave Azusa, CA 91702 |
| Project: | <i>Crisis Alert Safety Platform</i> |
| Billing Contact: | |
| Customer Purchase Order Number: | |

Thank you for your purchase of the CENTEGIX® Safety Platform™

CENTEGIX® will install, program, configure, and commission the CENTEGIX Safety Platform™ Equipment and Software at sites listed on **Exhibit A** to this Order Acknowledgement.

Alignment of expectations and responsibilities between all parties, including third parties (e.g., your intercom provider) are required for a superior experience and successful deployment. This Order Acknowledgement includes expectations, assumptions, and responsibilities for all parties in order to deliver rapid and successful deployment of the CENTEGIX Safety Platform.

NOTES

- The CENTEGIX® Safety Platform™ is comprised of the following solutions:
 - **CrisisAlert™** is the badge-based incident response solution worn by every staff member that empowers staff to get help from school administrators or put the entire campus in lockdown with the push of a button. Used 98% of the time for medical emergencies, physical altercations, and behavioral situations the badge is always on for notification of extreme threats to safety. CrisisAlert can notify 911 dispatch— including room-level location details—and initiate visual and audio notifications so that everyone on campus knows that a site has been locked down.
 - **Safety Blueprint** provides dynamic, digital mapping that elevates safety management, planning, and preparedness. With every building and safety asset mapped in one system, responders are fully equipped for immediate action.

- Note: 1 CrisisAlert badge allocated per staff member and additional CrisisAlert badges included as set forth in the quote for sites purchased. Additional CrisisAlert badges beyond original allocation are available via CENTEGIX Customer Support for an additional fee and delivered to a central location for the Customer to distribute.

CUSTOMER & CENTEGIX RESPONSIBILITIES

| Project Planning | |
|------------------|---|
| CUSTOMER | <ul style="list-style-type: none"> Designate a core team that has primary responsibility for overseeing the CENTEGIX Safety Platform™ implementation, policy, and all communication. Provide a detailed map of each site (as outlined in the Safety Blueprint section below) showing all buildings and rooms where the Safety Platform will be installed. Be responsible for distributing all badges, which are delivered to a central location, to the individual site locations. |
| CENTEGIX | <ul style="list-style-type: none"> Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the customer. The schedule is subject to change. Customer will accommodate adjustments for the project to remain on track. |

| Gateway | |
|-----------------|---|
| CUSTOMER | <ul style="list-style-type: none"> Provides network information for the CrisisAlert Gateway(s) to be configured. If required, two (2) Power-Over-Ethernet (POE) drops at exterior locations defined by CENTEGIX. Connecting the Gateway(s) that CENTEGIX will monitor. |
| CENTEGIX | <ul style="list-style-type: none"> All gateways/wireless back-up equipment must be installed and confirmed online by the CENTEGIX Command Center for all locations before a target install date for the rest of the solution can be confirmed. |

| Safety Blueprint | |
|------------------|--|
| CUSTOMER | <ul style="list-style-type: none"> Provide scaled floor plan drawings of the facility buildings to be mapped in Safety Blueprint in either a PDF or DWG format. Drawings must include rooms, walls, and doors. Provide an assets list to identify on the Safety Blueprint map, if purchased. Verify the accuracy of the Safety Blueprint map including the final floor plan drawings and asset locations. |
| CENTEGIX | <ul style="list-style-type: none"> Review the customer's submitted floorplan drawings for approval and render the floorplans in Blueprint. |
| | <ul style="list-style-type: none"> |

| Intercom Integration (if applicable) | |
|---|--|
| CUSTOMER | <ul style="list-style-type: none"> Customer and its third-party intercom provider(s) are responsible for the operation of the intercom system(s), along with any additional costs associated with upgrading or alterations to the customers intercom software, hardware and network connections. Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers. Provide network information for the CrisisAlert Intercom Integration Device to be programmed. Customer will ensure its intercom system(s) is/are connected to the device. |

| Additional 3 rd Party Software Integration (if applicable) | |
|--|---|
| CUSTOMER | <ul style="list-style-type: none"> Customer and its third-party software provider(s) are responsible for the operation of the additional software capabilities, along with any additional costs associated with upgrading or alterations to the third-party software.. Provide a site-specific URL or other API for sites that have 3rd party software integrations that CENTEGIX supports. |
| CENTEGIX | <ul style="list-style-type: none"> Integrations (if applicable) purchased through CENTEGIX are supported by CENTEGIX and our third-party partners. |

| Onsite Access | |
|-----------------|--|
| CUSTOMER | <ul style="list-style-type: none"> Provide 2 sets of district/organization-wide master keys per site. Provide evening and weekend access to sites for install team flexibility. Override the security system when the installation team is onsite. Provide guest Wi-Fi information if available. If CENTEGIX installation team is unable to access a room or building, or a map is inaccurate causing a delay in the installation, the Customer will incur a minimum revisit fee of \$500/site per revisit, dependent upon remaining work. If CENTEGIX installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located. |
| CENTEGIX | <ul style="list-style-type: none"> The installation team designated by CENTEGIX will install hardware equipment at each facility/site purchased. |

| Software | |
|-----------------|---|
| CUSTOMER | <ul style="list-style-type: none"> Deploy the CrisisAlert Desktop Application software to supported equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the CENTEGIX Onboarding Specialist. Allow Public DNS for the CENTEGIX Wireless Back-up equipment. |

| Implementation and Training | |
|-----------------------------|--|
| CUSTOMER | <ul style="list-style-type: none"> ● Provide the information necessary to enable Active Directory syncing (if applicable). ● Responsible for the configuration of the Safety Platform™ system (including CrisisAlert, Safety Blueprint, and if utilized Visitor Management) with reasonable guidance from CENTEGIX. ● Conduct site testing, with guidance from CENTEGIX to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified. ● Identifying individuals who can deliver end-user training for its organization on how to use the CrisisAlert badge (and Visitor Management badge if applicable), including requiring each staff member with a badge to complete a "Badge Training" session in which they, at minimum, activate a badge alert. ● Assist CENTEGIX in obtaining the necessary support from the selected public safety answering point (PSAP) agency, if applicable. |
| CENTEGIX | <ul style="list-style-type: none"> ● Provide remote training for system configuration. ● Provide onsite training for Responders and Badge Managers unless opted out on the quote (CrisisAlert) ● Provide the requirements for user access to the Safety Blueprint map features. ● Provide remote training for Safety Blueprint asset and map management. ● Recommend other optional services are available to assist with deployment |

| Communications | |
|-----------------|---|
| CUSTOMER | <ul style="list-style-type: none"> ● Share communications with your stakeholders (Parents, Teachers, Staff, and Students) during the different stages of your CrisisAlert process. You can do so via internal emails, district-wide newsletters, school communications, morning announcements, creating a webpage on your website, and on social media. ● During sign-up: Inform all stakeholders about the decision to implement CrisisAlert. ● During installation: Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Students may wonder why new equipment is now appearing throughout the building. ● Operational Phase: Your community will want to see how your CrisisAlert solution works. One way to do this is by hosting a demo day where you can invite speakers to participate, provide answers to frequently asked questions, and demonstrate how your new solution works. ● Ongoing Communication: Keep your stakeholders informed by communicating with them on how you have utilized your CrisisAlert solution and how it has impacted your school community. |
| CENTEGIX | <ul style="list-style-type: none"> ● Provide a communications kit to help customers communicate with their communities about CrisisAlert. Customer will coordinate a call between CENTEGIX point of contact and the Communications Director for the customer to review best practices for communicating about CrisisAlert. |

| Post Implementation | |
|---------------------|--|
| CUSTOMER | <ul style="list-style-type: none"> ● Provide general troubleshooting of the system and its equipment with the site. District technical support can escalate an issue to be addressed through their account manager or support manager. ● Managing and maintaining all users and their permissions for the software through the term of the contract. ● Providing Badge Training and training documentation to new users of the system ● Conducting test drills of CrisisAlert at the beginning of each semester. ● Report structural changes to the building floorplans and layout to Centegix. |
| CENTEGIX | <ul style="list-style-type: none"> ● Onsite assistance is available to assist the customer regarding all purchased solutions. Contact CENTEGIX Support at support@centegix.com for more information. |

CONTRACT PRICING & TERMS

| CENTEGIX™ EVERY. SECOND. MATTERS. | | Quote | | |
|---|--------|------------------------------------|------------------------------|---|
| Bill To: Azusa USD 546 S Citrus Ave Azusa CA, 91702 | | Sales Rep: | Ken Nunes | |
| | | Submitted on: | 3/15/2024 (Valid 45 days) | |
| | | Quote # | D031424AZ | |
| | | Terms (Years) | 5 | |
| | | | | |
| Product Item / Fee | *Sites | Annual Rate (Per Site) | Annual Recurring Rate | Term Amount |
| SAFETY PLATFORM with CrisisAlert™ | 12 | \$9,000 | \$108,000 | \$540,000 |
| Discount on Safety Platform for 5 year contract | 12 | -\$1,000 | -\$12,000 | -\$60,000 |
| Safety Blueprint - Safety and Security Layer | 12 | included | included | included |
| Visitor Management Base (Reunification) | 12 | included | included | included |
| Annual Fees - CrisisAlert | | | | |
| Wireless Backup | 12 | \$200 | \$2,400 | \$12,000 |
| Annual & Full-Term Platform Sub-totals: | | | \$98,400 | \$492,000 |
| One Time Fees - CrisisAlert™ | | | | |
| Installation & Setup | 12 | | \$3,000 | \$36,000 |
| Implementation | 12 | | \$2,000 | \$24,000 |
| Shipping | 12 | | \$400 | \$4,800 |
| On-Site Responder Training | 12 | | \$1,000 | \$12,000 |
| One Time Fees - Safety Blueprint™ | | | | |
| Remote Installation and Remote Training | 12 | | Included | Included |
| NOTES: | | One-Time Fees Sub-total: | | \$76,800 |
| Quote includes site mapping and training, along with software licensing and hardware warranty based on the term selected. *Preliminary site count listed pending a final site list from customer. | | Full Term Contract Total | | \$568,800 |
| Annual contract will renew after the selected term expires at CENTEGIX then current pricing. | | Billing Option 1 Full Term Payment | | 50% of Full Term at Purchase / 50% of Full Term 90 days |
| CENTEGIX™ will invoice Full Term+Services or 1st Year Fees+Services based on the following billing milestones: | | | | \$284,400 -50% |
| <ul style="list-style-type: none"> • 50% invoiced upon the PO date/order date • 50% invoiced 90 days after PO date/order date (anniversary date) • All invoices are payable on Net 30 terms. | | Billing Option 2 Annual Billing | | 1st Year + Services \$175,200 |
| Any remaining fees (if applicable) will be invoiced annually on the PO anniversary date for the Annual Term total. | | | | 2nd Year \$98,400 |
| | | | | 3rd Year \$98,400 |
| | | | | 4th Year \$98,400 |
| | | | | 5th Year \$98,400 |

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

EXHIBIT A

Site(s) Purchased: 12 Total

| <u>Count</u> | <u>Site Name</u> <u>Ex: Cross Keys High</u> | <u>Address 1</u> | <u>City</u> | <u>State</u> | <u>Zip</u> | <u>Phone</u> |
|--------------|--|----------------------------|-------------|--------------|------------|----------------|
| 1 | Azusa High | 240 North Cerritos Avenue | AZUSA | CA | 91702-3733 | (626) 815-3400 |
| 2 | Lee Elementary | 550 North Cerritos Avenue | AZUSA | CA | 91702-3013 | (626) 815-5269 |
| 3 | Murray Elementary | 505 East Renwick Road | AZUSA | CA | 91702-5664 | (626) 633-8700 |
| 4 | Gladstone Middle | 1340 North Enid | AZUSA | CA | 91722-1214 | (626) 815-3600 |
| 5 | Dalton Elementary | 500 East 10th Street | AZUSA | CA | 91702-2417 | (626) 815-5245 |
| 6 | Longfellow | 245 West 10th Street | AZUSA | CA | 91702-2310 | (626) 815-4700 |
| 7 | Magnolia Elementary | 945 East Nearfield | AZUSA | CA | 91702-4752 | (626) 815-5800 |
| 8 | Paramount Elementary | 409 West Paramount Street | AZUSA | CA | 91702-4423 | (626) 815-5104 |
| 9a* | Sierra High | 1040 East Gladstone Street | AZUSA | CA | 91702-4837 | (626) 852-8300 |
| 9b* | Azusa Adult Education Center | 1040 East Gladstone Street | AZUSA | CA | 91702-4837 | (626) 852-8400 |
| 10 | Valleydale Elementary | 700 South Lark Ellen | AZUSA | CA | 91702-5499 | (626) 633-8600 |
| 11 | Hodge Elementary | 700 West 11th Street | AZUSA | CA | 91702-1909 | (626) 815-4800 |
| 12 | Azusa USD District Office | 546 S Citrus Ave | AZUSA | CA | 91702-1909 | (626) 967-6211 |

- 9a & 9b are a Single Site within Crisis Alert system. Asuza Adult School will have a separate responder group.

BILLING AND PAYMENT TERMS

Pay Multi-Year Contract in Full with Billing Milestones :

Upon execution of this Order Acknowledgment, Customer agrees to the following payment terms for the total contract fees:

- 50% invoiced upon the earlier of the PO date or the signed OA date
- 50% invoiced 120 days after the earlier of the PO date or signed OA date (Anniversary Date)

| Schedule Item | Billing Milestone | Invoiced Upon | Amount |
|---------------|-------------------|--|--------------|
| Year One | 50% | Execution of Purchase Order or signed OA | \$284,400.00 |
| Year One | 50% | 120 days after the Purchase Order or signed OA | \$284,400.00 |

All invoices are payable on Net 30 terms.

OTHER INFORMATION

CENTEGIX standard terms and conditions <https://www.centegix.com/legal-tc3/> are incorporated by reference and are a part of this Order Acknowledgement.

- If applicable, the supplemental terms on **Exhibit B** (the “**Special Terms**”) are incorporated by reference and are a part of this Order Acknowledgement.

We look forward to working with you to achieve a successful deployment of the CENTEGIX Safety Platform™. If you have any questions or concerns, please don't hesitate to contact your Onboarding Specialist.

ACCEPTANCE OF ORDER ACKNOWLEDGEMENT


AUTHORIZED CUSTOMER REPRESENTATIVE

Acknowledged and agreed.

| | |
|------------|--|
| Signature: | |
| Name: | Latasha D. Jamal |
| Title: | Assistant Superintendent Business Services |
| Date: | |

AUTHORIZED CENTEGIX REPRESENTATIVE

Acknowledged and agreed.

| | |
|------------|---|
| Signature: |  |
| Name: | Brent Cobb |
| Title: | CEO |
| Date: | 3/21/2024 |