

Date: Oct. 27, 2015

PURCHASE AGREEMENT

This Purchase Agreement is made and entered into by and between <u>Blue Violet Networks</u>, whose principal office is located at **215 Baker Street East, Suite 150, Costa Mesa, California 92626**, hereinafter referred to as "Company" and Oak Park Unified School District, located at 5801 Conifer St Oak Park CA, 91377, herinafter referred to as "Purchaser". The Purchaser hereby buys and the Company hereby sells the following Video Surveillance, which is more fully described below.

QUANTITY	DESCRIPTION				
	See Attached Attachments A a	nd B			
he Purchaser agi	rees to purchase said System and	to pay the Company for such	n equipment and services as follows:	¢ 0.4 1.40 0.0	
			System Price Plus applicable sales taxes	\$ 94,140.80 \$ 4,840.56	
			System Total	\$ 98,981.36	
5% Due upon Pu	ent due at time of execution of agurchaser sign off of equipment de	livery to Oak Park facility		\$ 49,490.68 \$ 14,847.20	
	onnection of new servers to Oak Pompletion and Purchaser acceptan			\$ 14,847.20 \$ 19,796.28	
GREEMENTS OR U	UNDERSTANDING SHALL BE BINDII KPRESSLY SET FORTH HEREIN. THI	NG ON EITHER OF THE PARTIE S AGREEMENT IS NOT BINDIN	SERVATION, AND QUALIFICATION SET S HERETO UNLESS ACCEPTED IN WRITIN G UPON THE COMPANY UNTIL ACCEPTED	G BY COMPANY A	
BLUE VIOLET	NETWORKS	PURCHASER:	Oak Park Unified School District		
Sales Re	presentative's Signature	By	Authorized Signature		
By	Signature Date	Ву	Title Date		



(A) Installation

That Company will furnish all material, tools, equipment and labor necessary to install the System in the premises described herein to the end that said System functions in a satisfactory manner for the purposes intended. Further, Purchaser agrees that Company shall not be held liable for commercial loss, inconvenience or otherwise that may occur during the installation or service life of the System.

(B) Warranty

Company hereby warrants all equipment and software described herein for a period of three (3) years from the date of installation, except Services, which are warranted for a period of one (1) year from the date of performance. Company will replace any hardware or software at no charge to Purchaser during this 3-year warranty period, labor is covered for a period of 1 year, including providing for full replacement of hardware/software in the event that Avigilon (or any subsequent hardware/software provider) should cease its operations. Terms and conditions expressed or implied of Company's performance during the warranty period shall be limited to the terms and conditions as set forth in the Customer Support Agreement (to be signed by both parties for this equipment once installation is complete).

(C) Title and Ownership

Title to said property and right of possession thereto shall be and remain in Company until full purchase price set forth herein is paid. It is agreed that all sums due under this Agreement but not paid within ten (10) days following the due date shall incur finance charges at the highest lawful rate per annum until the principal and finance charges thereon are paid in full. Purchaser shall not sell, transfer, pledge, mortgage or dispose of property without written consent of Company until full purchase price has been paid.

(D) Default

Time is of the essence hereunder. With the exception of disputed amounts which are handled in accordance with Section Q, if Purchaser fails to pay any installment or total Agreement price when due, the Company may, after giving ten (10) days written notice of such intention, enter upon said premises and remove the equipment there from without the necessity of legal process, notice or demand.

(E) Installation Delays

Company agrees to make every effort to meet the requested date of installation as set forth herein. Purchaser agrees that Company shall not be liable for a delayed installation if such failure is caused by delays in construction, labor dispute, port embargoes, internal disturbances in this country or at point of manufacture of the equipment, or for any other reason beyond the control of the Company. Purchaser also agrees to supply Company with an enclosed secured area at installation site for the purposes of storing equipment during the installation period. Further, Purchaser agrees to notify Company in a reasonable amount of time of any changes in the requested date of installation caused by construction delays or otherwise.

- (F) The cash purchase price set forth herein shall remain in effect for a period of thirty (30) days.
- (G) Purchaser agrees to pay Company for any and all excess cost incurred by Company due to the failure of Purchaser to make payments as scheduled and in accordance with Section (D), including attorney fees and collection costs.
- (H) [Intentionally blank]
- (I) Purchaser must provide telephone lines, necessary electrical outlets, and an environmental condition as specified by manufacturer. The equipment shall not be exposed to moisture or corrosive gases or material.
- (J) Installation will not begin until a purchase order has been received by the Company
- (K) LIMITATION OF LIABILITY: PURCHASER acknowledges and agrees that neither BLUE VIOLET NETWORKS, its agents or employees, shall be liable for any loss or damage to the Equipment or other PURCHASER property or for the injury or death of the Purchaser's agents, employees, or customers, which result from the maintenance service provided hereunder by BLUE VIOLET NETWORKS, its employees or agents, pursuant to the terms of this Agreement, unless such loss, damages, injury or death results from the negligence or willful misconduct of BLUE VIOLET NETWORKS, its agents or employees.

Notwithstanding any other provision herein, Company will indemnify, hold harmless and defend Purchaser and Purchaser's officers, directors, employees and agents against any and all costs, losses or expenses (including reasonable attorneys' fees and experts' fees) that Purchaser may incur or be subjected to by reason of any claim or suit by any person, including but not limited to any claim or suit for personal injury, property damage, or intellectual property infringement arising out of any act, omission or breach of warranty/representation of Company or any of its officers, directors, employees or agents.



(L) Purchaser will be responsible for local 911 access lines at remote Teleworking locations.

IN NO EVENT, HOWEVER, SHALL BLUE VIOLET NETWORKS, ITS AGENTS OR EMPLOYEES, BE LIABLE TO PURCHASER FOR PURCHASER'S INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.)

- (M) During the performance of services, Company shall maintain the following minimum insurance coverage. Company shall provide a certificate of insurance evidencing such coverage at the start of work under the Agreement and later, upon request by Purchaser, and Company shall take adequate steps to ensure that Purchaser shall be named as an additional insured upon such certificate. Waiver of subrogation applies to General Liability, Auto Liability and Workers' Compensation.
 - a. Workers' Compensation insurance in the amount not less than statutory limits. Employer's Liability insurance in the amount of not less than \$1,000,000/\$1,000,000/\$1,000,000.
 - b. Comprehensive General Liability insurance covering Company and its agents and employees (including contractual and product liability coverage) for bodily injury and property damage in the minimum combined single limit amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, or in such greater amount as may be required by federal or state authorities.
 - c. Commercial Automobile Liability insurance for bodily injury (including death and property damage) in the minimum combined single limit of \$1,000,000 per occurrence or in such greater amount as may be required by federal or state authorities.
- (N) Purchaser acknowledges and agrees that Company may retain the services of independent consultants ("Subcontractors") from time to time to perform, or assist Company in performing, services under this Agreement and any Statements of Work. All Subcontractors shall perform such services under Company's direction and control and shall act as independent contractors of Company provided that the status of any such Subcontractors as independent contractors of Company shall not in any manner relieve Company of any responsibilities or liability for the actions of such Subcontractors or for any damage caused to Purchaser or Purchaser's property by such Subcontractors, and further provided that such Subcontractors shall be bound by the terms of this Agreement, any Confidentiality Agreement or any Statement of Work or terms similar thereto.
- (O) Company will perform its services in a timely, professional and workmanlike manner, and will provide sufficient qualified personnel who are capable of performing Company's duties, tasks and obligations under this Agreement and any Statements of Work. In the event that Purchaser informs Company that any of the Company personnel that are assigned to work with Purchaser are not properly qualified, are not performing in a competent manner or for other reasons are not approved, or later become disapproved by Purchaser, Company shall promptly replace such personnel with other qualified, competent personnel acceptable to Purchaser.
- (P) This Agreement shall in all respects be governed by the laws of the State of California as if it were entered into by residents of the State of California and without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject the Dispute Resolution provisions set forth in Section Q herein; provided, however, that all requests by either party for injunctive or other provisional relief, shall be brought in, and be subject to the exclusive jurisdiction and venue of, the federal and state courts within Los Angeles County, California. Both parties hereby consent to the personal and exclusive jurisdiction and venue of these courts, and expressly waive any right to bring legal action in connection with this Agreement in any other jurisdiction or venue.
- (Q) In the event a dispute arises between the parties, including but not limited to a dispute over the fees due to Company, the parties agree to the following procedures:

Informal Attempt to Resolve: Within ten (10) days of either party notifying the other in writing of a dispute that has not been resolved, the parties agree to have an officer or other person with authority to settle the matter to meet and/or talk on an informal basis to determine if it can be resolved without need for further action;

Binding Arbitration: In the event that the parties' effort to resolve the dispute between them pursuant to subsection (a), above, is not successful, either party may file an arbitration demand with JAMS to have the matter resolved through binding arbitration before a single arbitrator chosen in accordance with, and acting under the Commercial Rules of, JAMS, which Rules are expressly incorporated herein by reference. Any such JAMS proceeding shall be commenced exclusively in Los Angeles County, California. The arbitrator shall have the authority to enter a written award, and the obligation to render such award within thirty (30) days of the close of the arbitration hearing. Such award may be entered as a judgment in any court of competent jurisdiction pursuant to Section P, herein.



- (R) Purchaser may terminate this Agreement without cause, and for any reason, upon thirty (30) days written notice to Company, which termination shall take effect immediately upon expiration of such period without further steps by Purchaser. Upon such termination, Company shall cease and desist from any further action pursuant to this Agreement, and shall promptly, and in no event longer than ten (10) days later, return any and all confidential information of Purchaser to Purchaser. In the event of termination pursuant to this section (R) herein, Purchaser shall reimburse Company for all services performed as of the date of termination.
 - Either party may terminate this Agreement due to the material, uncured breach of the other party. The party accused of being in breach shall have thirty (30) days after receipt of written notice of such alleged breach to cure the same. Said termination shall take effect immediately upon expiration of such period without further steps by the terminating party if the breaching party has failed to affect such cure. Such termination shall be in addition to and not in lieu any other rights or remedies that the terminating party may have, and termination in accordance with this provision shall not result in penalties or damages being assessed against the terminating party.
- (S) The parties hereto have concurrently or previously entered into a separate Confidentiality Agreement to govern their relationship, which Confidentiality Agreement a) is incorporated by reference herein in full and b) governs the use of the parties' confidential information exchanged pursuant to this Agreement.



ATTACHMENT "A"

Video Surveillance

Blue Violet Networks would like to take this opportunity to thank Oak Park Unified School District for allowing us to provide a proposal for your security needs. Below you will find the scope of work for your Video Surveillance Project.

Scope of Work NEW EQUIPMENT

- 1. Blue Violet Networks will provide and install (2) Avigilon HD-NVR Servers with built in redundant power supplies. These machines are OEM servers from Dell private labeled and upgraded to meet the demands of video processing. Each server installed shall have the appropriate number of hard drives to achieve the desired storage goals. BVN shall install (1) new server at Oak Park HS and the Medea Middle School.
- 2. Blue Violet Networks will provide and install the Avigilon Control Center Enterprise Server Software. This software allows for unlimited client connections and there are no limitations on the number of sites that can be networked together. Therefore allowing maximum scalability. The Software package includes the viewing client and player software free of charge. Also included in this quote is the Avigilon Gateway license for 2 servers, this allows for remote mobile viewing utilizing an IPhone, Ipad, Ipod or Droid. As with the ACC Client there are no limitations to the number of mobile concurrent connections. Note all software updates are provided free of charge.
- 3. Blue Violet Networks will provide and install (36) Avigilon Enterprise camera channels. This license will allow for system fail over if required on this project.
- 4. Exact locations and resolution have been provided on Oak Park provided Designs, in consultation with BVN.
- 5. Blue Violet networks will provide and install a mix of 5MP, 9MP, 12MP and 5MP bullet cameras around the perimeters of the schools. BVN has worked directly with Oak Park staff to determine the locations and best possible resolutions for these cameras. Each has been identified on the attached Oak Park provided Designs.
- 6. Blue Violet Networks will provide coordination support and management with Oak Park Unifieds approved cabling vendor to ensure an efficient install.
- 7. Blue Violet Networks will provide all required labor for installation of cameras and servers. This shall also include any required scissor or boom lifts.
- 8. Blue Violet Networks shall provide all programming, view buildouts, maps, mobility applications and email alert configurations.
- 9. Blue Violet Networks will coordinate final camera view sign off with Oak Park for completion of the project.
- 10. Blue Violet Networks will include as required a 50% payment bond for this project as well



Summation

Blue Violet values the relationship Oak Park Unified and we look forward to delivering exceptional service and support as we work together to improving and stabilizing your critical security infrastructure needs.

Additional Note: On projects of this size and scope there is a potential for changes. Blue Violet routinely provides an "ADD/DELETE" schedule along the way. This will protect Oak Park Unified School District's interest that if a proposed camera or its location needs to change it is easily accomplished with proper documentation and credits if appropriate.



ATTACHMENT "B"

Qty	Manufacturer	Description	Unit Price	TAX		Qty	Total
Main Bid							
2.00	AVIGILON	3.0C-H3A-B01-IR - 3.0 Megapixel WDR Bullet, 3-9mm	\$ 928.00	\$	139.20	\$	1,856.00
2.00	AVIGILON	3.0W-H3-DC1-3.0 Megapixel WDR In-Ceiling Dome, 3-9mm	\$ 788.00	\$	118.20	\$	1,576.00
12.00	AVIGILON	5.0-H3-B01-IR -5.0 Megapixel 3-9mm	\$ 924.00	\$	831.60	\$	11,088.00
15.00	AVIGILON	H3-B0-JB - Junction box for the H3-B0-IR HD Bullet Cameras	\$ 76.00	\$	85.50	\$	1,140.00
11.00	AVIGILON	MNT-PEND-WALL - Compact wall bracket	\$ 72.00	\$	59.40	\$	792.00
2.00	AVIGILON	MNT-AD-POLE-B - Pole mount adapter	\$ 72.00	\$	10.80	\$	144.00
2.00	AVIGILON	12W-H3-4MH-DP14x 3MP, Pendant Multisensor camera	\$ 1,700.00) \$	255.00	\$	3,400.00
9.00	AVIGILON	9W-H3-3MH-DP1-3x 3MP, Pendant Multisensor Camera	\$ 1,500.00	\$	1,012.50	\$	13,500.00
1.00	DvTEL	CB-6208-11-8.0 Megapixel , 3-9mm ,IR illuminator	\$ 1,800.00) \$	135.00	\$	1,800.00
2.00	ILLUMINAR	IR 919-A60- 400' 12-24 VDC IR Illuminator	\$ 1,100.00	\$	165.00	\$	2,200.00
1.00	ALTRONIX	AL-12-24 - 12-24VDC Pwer Supply	\$ 324.00) \$	24.30	\$	324.00
1.00	BVN	BVN camera mount stanchion 10'	\$ 300.00	\$	22.50	\$	300.00
1.00	AVIGILON	5.0TB-HD-NVR HD NVR with 2nd Power Supply	\$ 5,236.00	\$	392.70	\$	5,236.00
1.00	AVIGILON	10.0TB-HD-NVR HD NVR2nd Power Supply	\$ 6,556.00	\$	491.70	\$	6,556.00
36.00	AVIGILON	1C-ACC5-ENT-ACC5 Enterprise license for up to 1 camera	\$ 268.00	\$	723.60	\$	9,648.00
0.00			\$ -	\$	-	\$	-
0.00		OPTIONS	\$ -	\$	-	\$	-
1.00	AVIGILON	5.0-H3-B01-IR -5.0 Megapixel 3-9mm	\$ 924.00) \$	69.30	\$	924.00
1.00	AVIGILON	8L-H4PRO-B-8 Megapixel H.264 HD Pro with LightCatcher	\$ 1,668.80	\$	125.16	\$	1,668.80
1.00	BVN	BVN camera housing	\$ 140.00	\$	10.50	\$	140.00
1.00	AVIGILON	LEFS175028SI-Sigma, 17-50mm, f/2.8, Auto-Iris	\$ 712.00	\$	53.40	\$	712.00
2.00	AVIGILON	1C-ACC5-ENT-ACC 5 Enterprise license for up to 1 camera	\$ 268.00) \$	40.20	\$	536.00
1.00	BVN	Payment Bond	\$ 4,000.00) \$	-	\$	4,000.00
1.00	AVIGILON	SHIPPING	\$ 350.00) \$	-	\$	350.00
1.00	AVIGILON	MOUNTING MATERIAL	\$ 1,000.00) \$	75.00	\$	1,000.00
						\$	68,890.80
					Subtotal	_	
					Installation	\$	25,250.00
					Subtotal	\$	94,140.80
					Sales Tax	\$	4,840.56
					Total	±	98,981.36



Date: Oct 27, 2015

PURCHASE AGREEMENT

This Purchase Agreement is made and entered into by and between <u>Blue Violet Networks</u>, whose principal office is located at **215 Baker Street East, Suite 150, Costa Mesa, California 92626**, hereinafter referred to as "Company" and Oak Park Unified School District, located at 5801 Conifer St Oak Park CA, 91377, herinafter referred to as "Purchaser". The Purchaser hereby buys and the Company hereby sells the following Video Surveillance, which is more fully described below.

UANTITY		DESCRIPTION	
	See Attached Attachments A		
The Purchas	ser agrees to purchase said System and to pay	v the Company for such equipment and se	ervices as follows:
	or agrees to parenage same a josem and to pay	Warranty Price	\$ 31,104.00
	- CASH PURCHASE n payment due at time of execution of agreen	nent	\$ 31,104.00
QUALIFIC BINDING AND PUR THE COM	REEMENT IS SUBJECT TO EACH ACTION SET FORTH HEREIN. NO ON EITHER OF THE PARTIES HER CHASER OR EXPRESSLY SET FORTE IPANY UNTIL ACCEPTED AND APPIPED AND APPIPED NETWORKS	O AGREEMENTS OR UNDERS' RETO UNLESS ACCEPTED IN WI TH HEREIN. THIS AGREEMENT I	TANDING SHALL BE RITING BY COMPANY S NOT BINDING UPON COMPANY.
BySal	les Representative's Signature	ByAuthorized Signs	ature
By	rtner's Signature Date	By Title	Date



CUSTOMER SUPPORT AGREEMENT "ATTACHMENT A"

DATE: Oct. 27, 2015

CUSTOMER: Oak Park Unified School District ADDRESS: 5801 E. Conifer St. Oak Park CA, 91377

SYSTEM DESCRIPTION:

CUSTOMER named above hereby agrees to enter into this Support Agreement (the "Agreement") with BLUE VIOLET NETWORKS effective upon payment, with respect to the equipment described on the attached Attachment "A" (the "Support Agreement"), which schedule is incorporated herein by this reference, upon the terms and conditions set forth below:

TERM: This Agreement shall be for a term of (4) four Years (the "Term"), commencing upon payment.

AGREEMENT: During the Term hereof, BLUE VIOLET NETWORKS agrees to provide service, maintenance and technical support on the equipment installed by BLUE VIOLET NETWORKS from defects in material and workmanship. BLUE VIOLET NETWORKS further agrees to perform all necessary maintenance on the Equipment to keep the Equipment in good working condition and repair, including the furnishing of all necessary labor and material with respect thereto. BLUE VIOLET NETWORKS shall have the option to repair the Equipment in place or to accept the return of the Equipment for repair or replacement. All expenses incidental to such repair or replacement shall be borne by BLUE VIOLET NETWORKS. In performance of its services to be rendered hereunder, BLUE VIOLET NETWORKS shall have, and the CUSTOMER hereby grants, full and unrestricted access to the premises in which the Equipment is located.

EXCLUSIONS: Expressly excluded from this Agreement are damages to or failure of the Equipment which damage or failure is caused by other than normal use, including, but not limited to, (a) CUSTOMER'S employees or agents' misuse, negligence, accident, theft or unexplained loss, or abuse of the Equipment; (b) natural occurrences, (c) connection to existing electrical current, (d) improper wiring, or, (e) the installation, repair, or alteration by anyone other than BLUE VIOLET NETWORKS employees or authorized agents. This Agreement specifically excludes labor and material costs for additions to, rearrangements of, or relocation of the Equipment. If the CUSTOMER requests service outside the scope of this Agreement, such repair or service will be furnished by BLUE VIOLET NETWORKS at its applicable rates for time and material then in effect. BLUE VIOLET NETWORKS responsibility for repair under this Agreement shall be limited to the CUSTOMER'S side of interconnecting devices connecting the Equipment to the LAN-WAN system operated



by the ISP, or, in the absence of interconnecting equipment, to the CUSTOMER'S side of the point of connection between Equipment and the ISP. If persons other than BLUE VIOLET NETWORKS representatives perform maintenance, repairs or alteration (additions or deletions) to the Equipment, this Agreement, by said acts shall be null and void. Software damage caused by viruses is not covered by the maintenance agreement and will be billed as time and materials unless specified. Any other Data services, IP network services or equipment, will be provided on a billable basis at the current hourly rates. Also excluded are manufacturers discontinued hardware & software.

SERVICE CALLS: BLUE VIOLET NETWORKS agrees to dispatch qualified technicians to the Equipment location within four (4) hours, twenty-four (24) hours a day, seven (7) days a week, after receiving notification of a major interruption of CUSTOMER'S service. Major interruption of service, for purposes herein, shall be defined as either no incoming or outgoing telephone service at CUSTOMER location. Routine maintenance requests will be responded to within twenty-four (24) hours of the CUSTOMER'S request between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Routine maintenance requests, for purposes herein, are any service calls necessary to correct any Equipment malfunction including, but not limited to, repair of video surveillance, access control and other system equipment which are malfunctioning or out of service.

PAYMENT: The current rate for maintenance pursuant to this Agreement is to be included in the Agreement. This contract payment is payable in full in advance. The CUSTOMER further agrees to pay BLUE VIOLET NETWORKS, within 10 days upon presentation of invoice, for any and all work performed by BLUE VIOLET NETWORKS which work is outside the scope of this Agreement.

EXTENSION OF TERM: At the end of the initial Term herein, and any extension of the term, this Agreement shall be automatically extended for an additional one year term (the "Extended Term"), unless either party shall have given the other party sixty (60) days prior written notice that it does not wish to extend the Term of this Agreement. Any Extended Term shall be on the same terms and conditions as contained herein except the annual service and maintenance payment fee to be paid by customer. The annual payment for service and maintenance during the Extended Term shall be the rate BLUE VIOLET NETWORKS is then charging and will be based on the Customer's current configuration. BLUE VIOLET NETWORKS agrees to furnish Customer the required payment charge for the Extended Terms at least thirty (30) days prior to the commencement of the Extended Term.



LIMITATION OF LIABILITY: CUSTOMER acknowledges and agrees that neither BLUE VIOLET NETWORKS, its agents or employees, shall be liable for any loss or damage to the Equipment or other CUSTOMER property or for the injury or death of the Customer's agents, employees, or customers, which result from the maintenance service provided hereunder by BLUE VIOLET NETWORKS, its employees or agents, pursuant to the terms of this Agreement, unless such loss, damages, injury or death results solely from the gross negligence or willful misconduct of BLUE VIOLET NETWORKS, its agents or employees. Customer shall be responsible for local 911 access lines at remote Teleworker locations.

IN NO EVENT, HOWEVER, SHALL BLUE VIOLET NETWORKS, ITS AGENTS OR EMPLOYEES, BE LIABLE TO CUSTOMER FOR CUSTOMER'S INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.)

ENTIRE AGREEMENT: The provisions contained herein constitute the entire agreement between the CUSTOMER and BLUE VIOLET NETWORKS and may not be amended except in writing and signed by both parties.

CUSTOMER:	BLUE VIOLET NETWORKS:
Signature	Signature
Title/Date	 Title/Date