

EXTENDED WARRANTY NUMBER: GUILCO-06112019

**To: Guilford Count Detention Center
201 South Edgeworth St.
Greensboro NC**

**From: Norment Security Group, Inc
621 Poole Drive
Garner NC 27529**

**EQUIPMENT LOCATION:
Same as above**

**WARRANTY NUMBER: GUILCO-06112019
Date: June 11, 2019**

EQUIPMENT DESCRIPTION: See Attachment 'B': EQUIPMENT INVENTORY for materials covered under Norment's Extended Warranty Program

Norment offers this Extended Warranty Program to protect the customer's equipment. The extended warranty will take effect as of July 1st, 2019 and continue through June 30th, 2024.

Under this extended warranty we will provide:

- Software Programming Support, & major beneficial revision updates of the Norment provided OnSSI video management system. This extends to the current camera count listed on the equipment Attachment 'B'.
- Security Electronic Hardware Replacement: Covers all equipment listed in Attachment 'B' of this document to include CCTV, Intercom, PLC control and Touch Screen PCs, and Video Visitation.
- Hard-line Preventative Maintenance Inspection: Norment provided security Detention slider and swing door devices: Clean, lubricate, perform visual inspections, align and replace minor parts as needed to ensure proper operation of devices.
- Remote Systems Access Modem
- Yearly Refresher Training Sessions

All maintenance procedures and repairs will be performed by trained employees during normal business hours (8:00am-5:00pm, Mon-Fri). If after hours, weekends, and holiday services are later requested by Customer, the Customer agrees to pay for the overtime hours billed at Maintenance Program Rates as outlined in Attachment 'A'.

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Extended Warranty Year, July 1st, 2019 – June 30th, 2024

Systems covered: (coverage is to the extent that the manufacturer's warranty support is available)

1. Security Detention Hardware
2. OnSSI (Qognify) Video Management Software StayCurrent Program
3. Security Electronic Systems, Touch Screen PC and software upgrade applied year 4
4. Video Visitation (to the extent that the manufacturer's warranty support is available)

PAYMENT MATRIX

	Annual	Quarterly Payment	Contract Period Begins	Contract Period Ends
Year 1	\$ 357,482.50	\$ 90,264.33	7/1/2019	6/30/2020
Year 2	\$ 368,206.98	\$ 92,972.26	7/1/2020	6/30/2021
Year 3	\$ 379,253.18	\$ 95,761.43	7/1/2021	6/30/2022
Year 4	\$ 390,630.78	\$ 98,634.27	7/1/2022	6/30/2023
Year 5	\$ 402,349.70	\$ 101,593.30	7/1/2023	6/30/2024

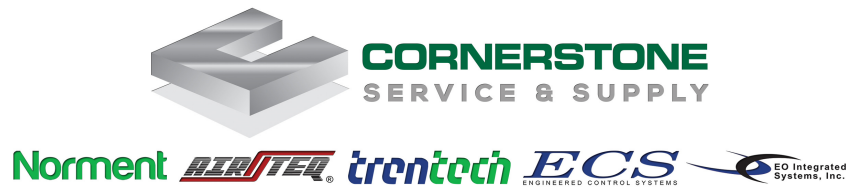
Quarterly payments reflect an additional accounting Administration Fee. This proposal, when accepted, shall become a binding agreement. All other terms, conditions and obligations in the Warranty referred to are to remain in full force and effect. This quotation is valid for 30 days from the proposal date.

SCOPE AND DEFINITION OF SERVICES: The services provided shall be those indicated on the face hereof or as set forth in Attachment 'A' and will be performed during Norment's normal working hours, unless otherwise agreed.

EXCLUSIONS: This warranty shall not cover the following:

- a. Adjustments, repairs or replacement of equipment or parts damaged due to negligence, misuse, abuse, accidents caused by others, vandalism, theft, acts of God (such as lightning, flood, etc.), unauthorized repair, operation of equipment with non-compatible equipment or contrary to manufacturer's specifications or operating instructions.
- b. Equipment or parts to which a modification, attachment, alteration or addition has been made unless the modification, alteration or addition has been previously authorized in writing by Norment.

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TERM: The commencement date of this Agreement shall be on July 1, 2019 and shall be for a term of 5 Years unless terminated by either party by giving written notice to the other at least ninety (90) days prior to termination date.

Norment will furnish its services as an independent contractor and not as an employee of Customer. It is agreed that Norment will take reasonable care and precautions in the performance of its work, and that Customer will maintain all necessary and required insurance coverage to protect itself against damage or injury to persons or property.

PAYMENT: Payments will be made on a quarterly basis due on or before the last day of the month prior to the billing period beginning on the commencement date. The first payment consisting of one fourth the cost of the base price, including the quarterly administration fee, shall be made within 30 days of the execution of this extended warranty. The remaining quarterly payments, including the quarterly administration fee, will be made in three (3) additional payments within ninety (90) day increments following the first payment. All other costs associated with work performed in accordance with this extended warranty shall be billed separately and invoices for such work shall be paid within thirty (30) days of the date of the invoice. Norment applies an administration fee to quarterly payments. Administration fee is not included on the annual lump sum payment for the contract value. Payment will be due within 45 days of the beginning of each annual contract period or selected quarterly schedule.

Failure to pay any amount due within sixty (60) days shall be a material breach and Norment shall be discharged from any further obligations under this Agreement.

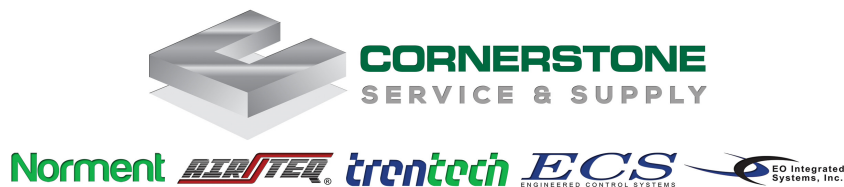
TAXES: Customer shall bear the cost of any sales, use, excise or other tax applicable to the services provided hereunder.

ACCESS: Customer agrees to provide free access to the systems and equipment to be maintained, and to provide the necessary equipment to reach inaccessible equipment and peripheral devices (e.g. scaffolding, man lifts etc.). Norment shall be provided a safe work place for its personnel.

FORCE MAJEURE: Norment shall not be responsible for failure to render service due to causes beyond its control including but not limited to lack of payment, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and other similar occurrences where the safety of personnel cannot be maintained.

DEFAULT: If the Customer fails to perform any of the terms of this Agreement and the failure continues for more than thirty (30) days after written notice; or if Customer's occupational business license shall terminate for any reason ; the Customer shall become insolvent or file bankruptcy; or make any assignment of this

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Agreement without Norment's consent, then Norment shall have the right to terminate the Agreement for default which shall be effective thirty (30) days after written notice of such termination.

INDEMNIFICATION: Norment agrees to hold harmless Customer from and against any and all losses, liabilities and costs (including without limitation, attorneys fees) which Customer may incur, become responsible for, or any pay out as a result of death or bodily injury to any person, or destruction or damage to any property arising out of or in connection with any negligent acts, errors or omissions of Norment, its employees, officers, directors, representatives, agents, contractor, subcontractors or affiliates in the performance of Services or Norment's breach of any of its obligations under this agreement, or any violation of law by Norment or any of its employees, officers, directors, representatives, agents, contractors, subcontractors or affiliates. Customer agrees to hold harmless Norment from any and all losses, liabilities and costs (including without limitation, attorney's fee) which Norment may incur, become responsible for, or pay out as a result of death or bodily injury to any person, or destruction or damage to any property arising out of or in connection with any negligent acts, errors or omissions of Customer, its employees, officers, directors, representatives, agents or affiliates in the connection with this agreement or Customer's breach of any of its obligations under this agreement, or any violation of law by Customer or any of its employees, officers, directors, representatives, agents, contractors, subcontractors or affiliates, only in the manner and to the extent provided by North Carolina law. Nothing in this section should be construed as a waiver of Customer's defense of sovereign immunity.

LIMITATION OF LIABILITY: Except as provided in the foregoing INDEMNIFICATION, the liability of Norment for any claim of any kind shall not exceed the value to date of payments actually received by Norment. In no event shall Norment be liable for any special, indirect, incidental or consequential damages whatsoever.

EXCLUSIVE WARRANTY: THE WARRANTIES SET FORTH IN THIS EXTENDED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).

TERMINATION: Either party shall have the right to terminate their obligations under this Agreement at the end of the term or at the end of any subsequent (1) year period provided that the party terminating the Agreement shall provide ninety (90) days written notice prior to the end of the then current term. Norment shall be paid in full for all work performed and costs incurred prior to the date of termination.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

ENTIRETY OF AGREEMENT: This Agreement is the entire and exclusive agreement for the services to be provided herein. This Agreement supersedes and otherwise renders null and void any prior written or oral

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CORNERSTONE
SERVICE & SUPPLY



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agreements entered into with respect to the services provided herein. This Agreement shall only be modified in a writing signed by both parties.

SIGNATURE PAGE

CUSTOMER

Approved by Authorized Representative

Date: _____

Signature: _____

Print Name: _____

Title: _____

Norment Security Group, Inc.

Approved by Authorized Representative

Date: _____

Signature: _____

Print Name: Mike Suriano

Title: East Coast Regional Manager

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Date: June 11, 2019

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ATTACHMENT "A"

Warranty and Maintenance Agreement # GUILCO-06062019

Base Contract (Extended Warranty Program)

(INCLUDED)

- 8a – 5p Mon – Fri. full service support of all covered systems.
- Business hours telephone technical support 8a – 5p Mon. – Fri.
- Priority service over noncontact customers.
- Discounted pricing for all material purchases outside of the scope of the warranty.
- Remote system access modem
- 100 Pre-sold service hours for Emergency After Hours

A. Systems and parts covered under this Warranty Agreement are listed in Attachment 'B' of this document and shall include:

- | | |
|--|---|
| 1) Intercom | 7) UPS (uninterruptable power supply) |
| 2) PLC | 8) Video Visitation System (to the extent |
| 3) Access Control | manufacturer's warranty support is still |
| 4) Touch Screen | available). |
| 5) CCTV | |
| 6) Detention Locks, Slider and Swing Door
Devices | |

B. The services provided under this agreement are:

- 1) **Preventive Maintenance** – Norment will perform thorough cleaning, testing, servicing, and adjustments of all door control equipment, to include PLC, Touch Screen computers, and electronic security equipment cabinets located throughout the facility. Norment will identify any major equipment malfunctions or irregularities to the Customer immediately upon discovery. All discrepancies will be documented by Norment in a detailed Preventive Maintenance report

a) Detention

- Swing Door Devices

- Visual inspection of doors and locks for wear and tear
- Test functionality of locking device
- Test/adjust lock and door position switches

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- Clean and lubricate as necessary
- Test/adjust all door closures as necessary

- Sliding Door Devices

- Check and lubricate locking mechanism
- Check bottom guide wear pads
- Clean roller track
- Adjust lock bars, door drive brackets, & rollers as necessary
- Check and adjust limit switches as necessary
- Check and adjust drive pressure and speed as necessary
- Adjust all closures and Door Position Switches as necessary.

- Air Distribution System

- Adjust air pressure
- Check and replace filters from Customer's spare Maintenance Stock
- Drain the system and check the auto drain system
- Check and / or fill compressor pump with oil from Customer's spare Maintenance Stock
- Check the cross over redundancy of the back-up system
- Check for oil leaks

b) Electronics

- Programmable Logic Control System

- Input voltage check at each system
- All cards are securely seated.
- Removal of dust and contamination accumulation

- Touch Screen System

- Removal of all exterior and interior dust/contamination accumulation (requires down time)
- Check CPU power supply and cooling fans for proper operation
- Ensure all cards are securely seated
- Calibrate Touch Screen monitor

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- **Intercom System**

- Input voltage check at each system
- Dust and contamination accumulation

- **Closed Circuit Television (CCTV) System**

- Check all power supplies for proper output voltages
- Verify that all cameras are properly focused/aligned; adjust as necessary
- Surface clean all viewing monitors of dust and contamination accumulation
- Clean or replace air filters in NVS units from Customer's spare Maintenance Stock

2) Emergency Contact

Norment Security Group will provide the Customer with a telephone directory containing the names and numbers of the Operations Manager, Service Manager, and On-Call Service Technicians. Norment will also provide the phone number to a dedicated on-call service, access to the on-call emergency number is available 24 hours per day, 7 days per week.

In the event of an emergency during normal business hours (Mon-Fri, 7am-4pm), the Customer will call Norment's main office number and report a service request. For after-hours support, the Customer will contact Norment's on-call service.

Norment will identify and recommend critical spare components for the Customer to purchase and keep on site. In the event of system failure, Norment will use the Customer's spare parts for system restoral. If adequate parts are not available, Norment will arrange for delivery of materials by the fastest means possible to affect timely repairs.

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