MAINTENANCE AND SERVICE AGREEMENT

1. **THIS AGREEMENT** is entered into as of 8/16/2014, by and between EO Integrated Systems, Inc. ("EOISI") whose address is 12700 31 Mile Road, Washington, Michigan 48095 and San Bernardino County for the Probation Department for equipment located at the Central Valley Juvenile Detention and Assessment Center ("Customer"), whose address is 900 E. Gilbert Street, San Bernardino, CA 92404. EOISI sells, installs, services and maintains integrated security systems and equipment. Customer owns and operates an integrated security system and wishes to purchase maintenance service for its equipment. In consideration of the mutual promises set forth herein, the parties agree as hereinafter set forth.

2. **EQUIPMENT.** EOISI shall provide Maintenance Service (as defined below) for the equipment comprising Customer's integrated security system ("Equipment") listed in Schedule A. Cameras have been removed from the contract and are listed on Schedule A for reference only.

3. **INSPECTION AND REPAIR.**

Article has been removed

4. **TERM.** This Agreement shall have an initial term ("Term") of one (1) month, beginning 8/16/2014 (Anniversary Date) and can be continued for up to four months, ending December 15, 2014. EOISI will invoice Customer on a monthly basis, in arrears, beginning 30 days after the Anniversary Date.

5. **MAINTENANCE FEE AND OTHER CHARGES.** During the initial term hereof, Customer shall pay EOISI Four Thousand Three Hundred Seventy-Five and 00/100 Dollars ($4,375.00) monthly (“Maintenance Fee”), up to a maximum of $17,500. Invoices will be issued beginning 30 days after the Anniversary Date and shall be due no later than 30 days of invoice. Failure to pay the Maintenance Fee within ten (10) days of the due date shall be a breach of this Agreement. EOISI shall have no further obligation to notify Customer of its duty to timely pay the Maintenance Fee. EOISI shall bill Customer within one (1) month for parts, services and repairs performed that are not within the scope of this Agreement as described in Paragraph 8.C. below.

6. **PARTS.** EOISI shall provide the parts ("Parts") described in detail in Schedule B. Customer shall pay the cost of the Parts. Customer shall assume the risk for all Parts stored by it.

7. **REGULAR SERVICE HOURS.** Except as otherwise provided in Schedule C, ("Emergency Service Hours and Preventive Maintenance Schedule"), EOISI shall provide maintenance services between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays observed by EOISI ("Regular Service Hours").

8. **MAINTENANCE SERVICES.**

A. The Maintenance Fee shall cover the following Maintenance Services:

i. Periodic preventive maintenance as set forth in Schedule C;
ii. Repair, including necessary replacement parts, of any Equipment which is inoperative or malfunctioning due to normal wear and tear; and
iii. Provision of Parts as set forth in Schedule B. EOISI shall be responsible for arranging factory reconditioning and replacement of parts and/or Equipment.

B. The following services are **NOT** covered by the Maintenance Fee:

i. Electrical work external to the Equipment;
ii. Repair of damage to or replacement of Parts for Equipment resulting from failure of electrical power or air conditioning;
iii. Repair or replacement of Parts for Equipment damaged by catastrophe or accident; or for damage resulting from neglect or misuse of Equipment by Customer, as determined by EOISI in its sole and absolute discretion; or for damage resulting from modification, repair or reinstallation of Equipment unauthorized by EOISI, which authorization shall not be unreasonably withheld;
iv. Any system or operational malfunction or failure attributable to Equipment other than identified in Schedule A;
v. Relocation or reinstallation of the Equipment;
vi. Services requested to be performed outside the Regular Service Hours, except as provided in Schedule C.

vii. Preventative maintenance and cleaning to cameras.

C. EOISI may, upon request by Customer, perform services and provide parts that are not included as Maintenance Services within this Agreement. Such services and parts shall be provided at EOISI's standard rates for labor and parts in effect at the time such services are performed. Labor charges shall include travel time portal to portal, and shall be computed to the nearest one-half (1/2) hour. Travel expenses shall be billed to Customer at EOISI's then current rates and terms or, if commercial transportation is used, at actual cost. Other travel expenses, including but not limited to *per diem*, lodging, parking and tolls, shall be billed to Customer as incurred.

D. Title to all Equipment and Parts provided to Customer under this Agreement shall pass to Customer upon completion of repairs and/or maintenance performed by EOISI pursuant to this Agreement. Any defective or replaced parts or Equipment shall become the property of EOISI.

E. Customer shall perform routine maintenance such as keeping the Equipment clean and replacing printer ribbons and/or cartridges. Customer shall not attempt major maintenance or Equipment repair. Customer shall maintain an appropriate physical environment for the Equipment.

9. **SPACE AND FACILITIES.** Customer, at its sole expense and risk, shall provide EOISI with the following:

A. Ready access to the Equipment at any time service is required, without regard to whether such service takes place during Regular Service Hours;

B. Adequate work and storage space and utilities necessary for EOISI to perform its services;

C. Electrical current, outlets, circuits and wiring conforming with all specifications required by the Equipment; and

D. A clean operating environment at the installation site which complies with all temperature, humidity and operating specifications of all Equipment as well as all federal state and local laws, regulations and ordinances.

10. **LIMITATION OF LIABILITY.** Customer's exclusive remedy for any breach of this Agreement by EOISI shall be restoration of the Equipment to good operating condition. EOISI shall have no liability for any delay in performing its obligations hereunder. **IN NO EVENT SHALL EOISI BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**

11. **DEFAULT.** Occurrence of any of the following shall comprise default under this Agreement:

A. Failure to timely pay any amount due under this Agreement;

B. Failure to cure breach of any other obligation under this Agreement within thirty (30) days of mailing of written notice of such breach by EOISI;

C. Insolvency of Customer;

D. Appointment of a receiver or trustee for all or substantially all of Customer's assets;

E. Filing of a petition for protection, whether voluntary or involuntary, under the United States Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof;

F. An adjudication of Customer as bankrupt or insolvent in proceedings filed against Customer; and

G. Customer making a general assignment for the benefit of its creditors.

Upon occurrence of any such default, EOISI may terminate this Agreement and pursue any and all remedies available to it at law or in equity.

12. **TERMINATION.** This Agreement shall terminate in the event of loss, damage or destruction that renders the Equipment permanently unfit for use. This agreement may be terminated by either party upon providing ninety (90) days notice of intent to terminate.

13. **CUSTOMER LIABILITY.** Customer shall be liable to EOISI for any loss, claim, or damage to persons and/or property arising out of Customer's use or possession of the Equipment, excepting any loss, claim or damage resulting from the negligence of EOISI. This provision shall survive any termination of this Agreement.

14. **EOISI CONFIDENTIALITY INFORMATION.** Customer acknowledges that any equipment, maintenance aids and software provided by EOISI as part of its maintenance services pursuant to this Agreement are proprietary to EOISI and have been developed and protected by EOISI as trade secrets at its expense. Customer agrees that it shall hold and use any such equipment, maintenance aids and software in the same manner as it does its own proprietary information and trade secrets. Customer shall not divulge any information regarding these items to any third party without the prior written approval of EOISI. Customer acknowledges that EOISI shall not have an adequate remedy at law in the event that Customer breaches the terms of this paragraph and agrees to imposition of an *ex parte* injunction prohibiting such violation. Customer's agreement to and EOISI's imposition of an injunctive remedy shall

not in any way limit the remedies available to EOISI at law or in equity. This provision shall survive any termination of this Agreement.

15. **CUSTOMER CONFIDENTIALITY INFORMATION.** EOISI acknowledges that EOISI shall maintain confidentiality and high security around the production and delivery of services to Customer.

A. EOISI shall ensure all persons with access to Customer and/or its security system, computer system, database, digital and/or hardcopy records and files have signed a confidentiality agreement as approved by Customer.

B. EOISI shall conduct a criminal record background check on all EOISI employees or prospective employees with access to Customer property and/or information. The background investigation may include, but is not limited to the following: 1) criminal history check; 2) fingerprints; 3) Photographs; or 4) other as necessary.

C. All costs incurred related to completing any and all background investigations shall be the responsibility of EOISI.

D. Personnel employed by EOISI having access to any Customer property and/or information (digital and/or hardcopy records and files) shall not be on probation or parole and shall not have a criminal conviction or arrest record unless such record has been fully disclosed and the Customer's Chief Probation Officer, or Designee, has approved the access of said employee.

E. EOISI shall be under a continuing obligation to disclose any prior or subsequent criminal arrest or conviction record information regarding any EOISI employee assigned to any resulting contract or having access to information pertaining to contract administration.

F. Digital and/or hardcopy records and files shall be stored by EOISI in such a way as to maintain the confidentiality of the information to the extent permitted by law. Such requirement shall remain in effect for the entire time that such records are in the possession of EOISI. EOISI shall be responsible to obtain and maintain such digital and/or hardcopy records and files and make them available to the Customer upon request.

G. Customer shall have the sole discretion to determine security acceptability of all EOISI personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to Customer facilities and information. EOISI employees shall wear EOISI identification badges while conducting business on Customer's property.

16. **MISCELLANEOUS.**

A. **Entire Agreement; Modification**. This Agreement comprises the entire agreement between the parties. All prior agreements, negotiations and representations are superseded hereby and shall comprise no part of this Agreement unless expressly set forth herein. No prior agreements, negotiations or representations shall be used to modify or to affect in any way the terms of this Agreement. This Agreement shall not be modified except by a writing signed by both parties.

B. **Waiver; Consent.** One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

C. **Applicable Law; Venue.** This Agreement shall be construed under the law of the State of California. The parties agree that proper venue for any action to enforce the terms of this Agreement shall be a court of proper jurisdiction in the State of California.

D. **Severability.** If any provision of this Agreement should be held to be invalid or unenforceable, such provision may be reformed to the extent necessary to be valid and enforceable, or such provision may be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect. The validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

E. **Attorney Fees.** The party prevailing in any litigation, mediation, arbitration or any other form of alternative dispute resolution proceeding utilized to resolve a dispute over the terms and obligations of or performance under this Agreement shall be entitled to recover all costs of any such proceeding, including but not limited to reasonable attorney fees and expert witness fees, through appeal. This provision shall survive the termination of this Agreement.

F. **Assignment.** Neither party shall assign this Agreement, directly or indirectly, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempt to assign this Agreement without the other party's prior written consent shall be null and void. For purposes of this Agreement, a sale or other disposition of the Equipment shall constitute an assignment.

G. **Notice.** All notices required or permitted hereunder shall be sent certified mail, return receipt requested, to the address of the party set forth above (or to

such other address as designated by notice) and shall be deemed given two business after deposit in the United States mail.

H. **Captions.** The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

I. **Increment.** The terms, provisions and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives, except as otherwise herein expressly provided.

J. **PREA Compliance.** EOISI shall comply with the national standards to prevent, detect, and respond to prison rape, including monitoring and reporting requirements, pursuant to the Prison Rape Elimination Act (PREA) of 2003, 28 C.F.R. Part 115, Subpart D—Standards for Juvenile Facilities.

IN WITNESS WHEREOF, the parties have executed this Agreement.

EO INTEGRATED SYSTEMS, INC.

By: _____
DONALD M. ROCHON, President

Date: _____

SAN BERNARDINO COUNTY PROBATION

By: _____

Its _____

Date: _____

SCHEDULE "A"
EQUIPMENT LIST

Description **Part Number**

IP Video Surveillance

Recording Capacity	VN-NVR-80V5-RR5
Recording Capacity	VN-RAID-8-1000-RR5
Camera Type A	V910-C312V
Camera Type A - wall mount	SVFT-WM
Camera Type B	V910-D312V
Camera Type B -Ceiling Adapter	V910-ICH
Camera Type C	SVFT-W35-V5
Camera Type C - Parapet	SVFT-UPM-1
Camera Type C - Tower	PM2000
Camera Type C - Tower	65G
CAMERA CLEANING HAS BEEN REMOVED FROM THE CONTRACT. SERVICE AND REPAIR REMAIN.	
FO Media Converter	MX2-MM-FX-SC
Video IP Server	VN-NVR-80V5-RR5
Video IP Client Station - CC1, CC2	V-PCRX
Video IP Client Station - Commander	V-PCRX
CCTV Keyboard	V1500X-SCCS-1
Flat Panel Monitor - CC1, CC2	VM719LCD
Flat Panel Monitor - Commander	VN17FLT
Photo Quality Printer	B8550
Virtual Matrix Controller	V1500X-SCCS-1

Cabinets and Enclosures

Cabinets - Wall Mounted	
Cabinets - Floor Mounted	SFR-328A
Cabinets - Floor Mounted, Door Front	DS-ELR-7824
Cabinets - Floor Mounted, Door Rear	DS-ELL-7824
Cabinets - Floor Mounted, Side Panels	SSP-128A-FL
Cabinets - Floor Mounted, Top Panel	XPN-2124
Cabinets - Floor Mounted w/Rotating Rails	n/a
LAN Racks	EDR19FM45U
Power Strip	WM-180615-PC

Computers

Desktop computers	T1500
Rack Mount Server	T610
Portable Computer	E6500

Description	**Part Number**
Touch Screen Monitor	2420L
Rack Mount Monitor/KVM	RKP119-S1601
KVM Switch	TK-1603R

Door Control

Interposing Relays	PLC-RSC-24DC/21
Door Monitoring Circuits	TB-20

Programmable Logic Controllers

PLC	CJ1W-CPU-43H
Communications Module	CJ1W-ETN21
IO Modules - Input	CJ1W-ID261
IO Modules - Output	CJ1W-OD261
Programming Terminal	E6500

Grounding and Surge Protection

Audio and Low Voltage Door Control Circuits	PLP-S
Branch Power and 120vac Door Control Circuits	TCS-HW
Ethernet Circuits	LCDP
Video Coaxial Circuits	n/a

Touch Screen Control

Software	INTOUCH
Touch screen computer	T1500
Touch screen monitor	2420L

Card Access

Software	Velocity
Access Cards	ISOProx
Card Reader - Type A	ThinLine
Card Reader - Type B	MiniProx
Remote Processor	Digi*Trac

Description	Part Number

Data Logging and Reporting

Software	SQL Server
DLRS Server	T610
Monitor	RKP119-S1601
Printer	e260dn

Dedicated Intercom

Intercom Amplifier	9A1875B
Master Intercom Console	DTS1
Foot Operated Switch	51.002B
Intercom Headset	PH-88IC3
Intercom - Type A	CIS2/25
Intercom - Type B, Baffle	BS8VP
Intercom - Type B, Speaker	8C10PAX
Intercom - Type B, Backbox, Flush	ES8-6
Intercom - Type B, Backbox, Surface	SE1WVP
Call-In Switch	CIB8
Intercom Relay Card	ICB-16
Intercom Relay Card - Dual	ICB-16/2

Local Area Network

Core Ethernet Switch	4506
Standard Ethernet Switch	2960
LAN Jacks	6A10G-RO6, 6A10G-RG6
LAN Jack Cover Plate	42080-2WS
Anti-virus Software	Symantec CE

Staff Duress and Call System

Duress Switch	3040
Call Push Button	CIB2
Annunciator Device	CH90
Reset Key Switch - by Others	936

Uninterruptible Power Supply

UPS - Small	GXT2-500RT120
UPS- Medium	Nfinity Series
External Bypass Switch	NMBHW4x

Utility Control

Utility Control Pilot Relay	PLC-RSC-24DC/21
Utility Control Monitoring Input	TB-20

Vehicle Detectors

Loop Sensor	Model B
Photoelectric Sensor	HA-30SI

SCHEDULE “A” (continued)
EQUIPMENT LIST

EOISI has included all equipment and systems, whether listed on Schedule A or not, installed under its original contract to be included in this Agreement unless noted otherwise in this agreement. Quantities of device, although not listed, are those quantities also installed under the original contract and shown on the As-Built Drawings.

SCHEDULE "B"
SPARE PARTS LIST

Critical parts inventory shall be maintained as follows:

Spare parts inventory shall be maintained at Central Valley Juvenile Detention Center located on 900 E. Gilbert Street, San Bernardino, CA 92404.

EOISI provided spare parts: None
Owner provided spare parts shall consist of the following:

DESCRIPTION	MANUFACTURER	MODEL NUMBER
Audio and Low Voltage Door Control Circuits	Edco	PLP-S
Branch Power and 120VAC Door Control Circuits	Edco	TCS-HW
Ethernet Circuits	Edco	LCDP
Interposing Relays	Phoenix	PLCRSC- 24DC/21
Door Monitoring Circuits	DoorTek	TB-20
PLC	Omron	CJ1W-CPU43H
Communication Module	Omron	CJ1W-ETN21
IO Modules	Omron	CJ1W-ID261
IO Modules	Omron	CJ1W-OD261
Touchscreen Computer	Dell	T3400
Touchscreen Monitor	ELO	2420L
Core Ethernet Switch	Cisco	4506
Standard Ethernet Switch	Cisco	2960
Camera Type A	Vicon	V910A-WDR-IP5
Camera Type B	Vicon	V910A-NR-IP5
Camera Type C	Vicon	SVFT-W35-V5
Camera Type C - Tower	Pelco	PM2000
CCTV Keyboard	Vicon	VMC-1411J
Flat Panel Monitor - CC1, CC2	Vicon	VM-719LCD
Intercom Amplifier	Dukane	9A1875
Master Intercom Console	Quam	DTS1
Intercom - Type A	Quam	CIS2/25
Call-In Switch	Quam	CIB8
Intercom Relay Card	Doortek	ICB-16
Intercom Relay Card - Dual	Doortek	ICB-16-2
Access Cards	HID	ISOProx
Duress Switch	Sentrol	3040
Call Push Button	Quam	CIB2
Utility Control Pilot Relay	Phoenix	PLCRSC- 24DC/21

SCHEDULE "C"
EMERGENCY SERVICE HOURS,
INSPECTION AND PREVENTATIVE MAINTENANCE SCHEDULE

SERVICE HOURS

Non-emergency repairs and inspections shall be performed during normal business hours 9:00am – 5:00pm, Monday through Friday.

Emergency service shall be performed within forty eight (48) hours following a request for service. An emergency shall be deemed to be a partial or single system failure.

Critical service shall be performed within twenty four (24) hours following receipt of a request for service. Critical service shall be deemed to be a complete system failure.

Site personnel are required to phone in to our toll free service dispatch center (1-888-752-3228). Avoid calling EOISI employees directly on their cell phones. The toll free number rings directly to the corporate office 8 AM to 5 PM EST and is forwarded to an after-hours service center. The service has an "on-call" listing and also has designated persons for specific sites. They utilize an email notification escalation process as well.

INSPECTION AND PREVENTIVE MAINTENANCE SCHEDULE

Initial preventative maintenance inspection within ninety (90) days of the execution of this Agreement.