



*Never in the Dark™*

**William "Drew" Dodds**

**May 10, 2016**

Webb County (Tx) Sheriff  
Attn: Lt Federico Calderon  
902 N Victoria St  
Laredo, Tx 78040

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Lt. Calderon,

Attached please find the proposal for your FY2015 OPSG warranty extension, in support of your Strongwatch Freedom-On-The-Move mobile surveillance solution. This pricing includes:

- Full manufacturer's warranty (effective date of purchase order issuance) for WCSO FOTM unit (**Note: this does not include any warranty / service provided on host vehicle**)

Thank you as always for the trusted business.

Best Regards,

**William "Drew" Dodds**  
Director of Sales, FOTM  
Strongwatch Corporation

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3721 E Technical Drive, Suite 9 • Tucson, Arizona 85713 • P: 520.298.1600



Strongwatch Corporation  
3721 E Technical Drive  
Suite 9  
Tucson, Arizona 85713

# Proposal

Date: May 10, 2016  
QUOTE #: E1504-93  
Customer ID: Webb Co (Tx) Sheriff  
Valid Through:

Customer: Webb Co (Tx) Sheriff

REPRESENTATIVE	CUSTOMER	CATEGORY	TERMS AND CONDITIONS	LEAD TIME
DREW DODDS	Webb Co (Tx) Sheriff	END USER	SEE PAGE 3 BELOW	6 - 8 WEEKS

ITEM	ITEM NUMBER	FREEDOM ON-THE-MOVE CONFIGURATION DESCRIPTION	PRICE
<b>Services</b>			
Warranty Extension	N/A	Extension of warranty on WCSO FOTM unit (1)	↓
			\$22,500

Quotation prepared by: William "Drew" Dodds  
This is a quotation is subject to the purchase terms and conditions detailed on page 3 (attached)

Subtotal	\$22,500
Sales Tax	\$ (3,500.00)
<b>Total</b>	<b>\$ 19,000.00</b>

## STRONGWATCH PURCHASE TERMS AND CONDITIONS

1. **Acceptance.** Each sale of products or services (collectively, "Products") by Strongwatch Corporation ("SWC") to any other party ("Purchaser") is subject to the following terms and conditions ("Terms") unless agreed to in writing by SWC.
2. **Prices.** All prices for Products are F.O.B. point of shipment. Prices may not include taxes, duties or other fees ("Fees").
3. **Payment Terms.** All payments to SWC are due and payable 30 (Thirty) days from date of invoice. As an incentive, payment in full within 10 days (Net 10) will result in a discount to customer of 1.5% (of total purchase price). Any amounts due to SWC that are not paid on the due date shall bear interest, from the date due until paid in full, at a rate equal to the lower of 1-1/2 percent (1.5%) per month. SWC shall retain a purchase money security interest in all Products until the purchase price for such Products is paid in full.
4. **Acceptance and Cancellation of Orders.** All orders for Products must be presented in writing. Orders shall not be considered accepted unless SWC expresses its acceptance in writing or ships the Products. SWC reserves the right to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders for any product or service from all sources exceed SWC's inventory or ability to deliver. SWC may allocate available inventory and resources in its sole discretion. Accepted orders may be cancelled only with the written consent of SWC.
5. **Delivery.** Delivery shall be F.O. B. point of shipment, with all transportation, freight and similar charges, including taxes and import duties paid by Purchaser. Risk of loss shall pass to Purchaser upon issuance of the carrier's bill of lading at the point of shipment. SWC shall not be responsible for any delays or damages in shipment via a common carrier. Shipping and related dates provided to Purchaser are estimates only, and shall not be considered binding. Upon receipt of Products, Purchaser shall inspect and accept or reject Products within thirty (30) days. If Purchaser fails to notify SWC in writing of its rejection within such time period, Purchaser shall be deemed to have accepted such Products and waived any right to later reject any Products.
6. **Right of Setoff.** SWC shall have the right to setoff against any sum otherwise due to any Purchaser by SWC or any of its affiliates any sums or amounts then due from such Purchaser and/or its affiliates to SWC and/or its affiliates.
7. **Force Majeure.** Neither party shall be liable or responsible for any failure of performance or delay in performance of any obligation hereunder if such failure or delay is due to a cause beyond its control for the period of such failure or delay.
8. **Proprietary Information.** Any information marked or identified as "confidential" that one party supplies to the other is the confidential information of the disclosing party. The party receiving the information has no rights or interests of any kind in such information, except as otherwise expressly agreed to in writing by the parties. The party receiving the information shall not disclose such information to others or allow others to use such information, except with the expressed written consent of the disclosing party.
9. **Compliance with Laws.** Except to the extent otherwise specifically agreed to in writing by the parties, Purchaser shall be solely responsible for the receiving, installation, use and maintenance of all Products, and SWC shall have no obligation or responsibility of any kind with respect thereto. Purchaser shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations.
10. **Patent, Trademark and Copyright Infringement.** SWC shall have no liability for any claim of infringement to the extent that such claim is based on (i) Products used for any purposes other than those specified by SWC, (ii) Products manufactured to Purchaser's design or specifications, or (iii) Products used in combination with any other software, hardware or data where in the absence of such combination the Product would not have been infringing.