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Exhibit B- Marketing Plan

Our marketing team is committed to marketing this contract and providing full support to all member agencies.

Steve Gambill (Sales Operations Manager)—sgambill@centegix.com He will assist the CENTEGIX® team in educating our sales team members, partners, and member agencies on the AEPA-awarded contract and be the main point of contact for AEPA Member Agencies.

Clara Robertson (Marketing Project Manager) – crobertson@centegix.com. She will manage and execute the marketing plan for the AEPA-awarded contract. She will provide collateral and manage CENTEGIX's website to promote the AEPA contract. She has responsibility for creating, maintaining, and delivering – in both print and digital versions – all materials needed to market the AEPA contract and to provide materials to member agencies. Clara will produce and maintain in full-color print advertisements in camera-ready electronic format, including company logos and contact information.

Marketing Plan to promote the contract:

CENTEGIX will announce the awarded contract via a press release distributed to a target media list and on the CENTEGIX website.

- There will be a social media announcement on our social channels (LinkedIn, Twitter, Facebook)
- The website will be updated to reflect the contract award.
- We will provide member agencies with high-resolution, print-ready, and digital collateral files.
- Where possible and appropriate, we will leverage our sponsorships and partnerships with both national and local education organizations to announce the AEPA partnership and provide details on the contract.
- We will provide training and marketing materials to our channel and referral partners to educate them on the contract and equip them to use it.
- We will continue to work with the various state agencies to provide co-branded collateral and other media assets (case studies, safety trends reports, Marketing and Communications Kit, etc) to utilize with the agency and their membership.

CENTEGIX attends, sponsors, and exhibits at over 100 conferences across multiple states, connecting with key decision-makers and districts. Some examples of these are:

- TASA/TASB
- TASA Mid-Winter
- Middle Georgia Regional Educational Service Agency (RESA) Super Summit
- National School Boards Association (NSBA) Spring Conference
- Michigan Association of Superintendents & Administrators (MASA) School Safety Summit
- Ohio School Safety Summit."The CENTEGIX™ marketing plan uses a variety of tactics and channels to promote our solutions and these will be leveraged to market the AEPA partnership.

How the contract award will be displayed/linked on the Bidder's website.

Our website includes a focus on Education and that page will be updated with a section to include the AEPA Partnership. The AEPA logo will be added to this page and will link to AEPA's homepage. Relevant contract details will be included.

Examples of case studies, product collateral, press releases, infographics, and safety reports have been provided on the subsequent pages as the type of information we can share with the various state agencies to co-brand and help promote the contract.



CENTEGIX® is the industry leader in wearable safety technology for all types of workplaces. The cloud-based CENTEGIX Safety Platform™ initiates the fastest response time for emergencies, from the everyday to the extreme, anywhere on campus. Leaders nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

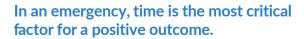
The design of the Safety Platform is grounded in CENTEGIX's years of experience supporting staff with incident response. In an emergency, every second matters. Time is the single most critical factor in incident response. The more efficiently you can utilize time, the better the outcome.

The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies.

Our Safety Platform and solutions support your leadership to foster a culture of safety across industries:

- Education
- Government
- Healthcare
- Retail
- Hospitality
- Commercial





GIX



SAFETY PLATFORM™

The foundation for a layered safety plan that saves critical time in emergencies.



CRISISALERT™

Empower your staff to get help instantly in an emergency with a push of a button.



REUNIFICATION

Quickly reunite staff, students, and personnel in an emergency.



SAFETY BLUEPRINT™

centegix.com

Direct responders to critical incidents with digital mapping for rapid emergency response.



VISITOR MANAGEMENT

Authenticate, manage, and locate visitors on your campus.







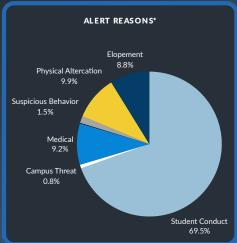


The Data-Driven Power of CENTEGIX

Lead with confidence every day, using your CENTEGIX dashboard to leverage actionable data that supports your goals and impact.

'Sample CENTEGIX Dashboard





How We Bring Safety To Every Corner of Campus

Our Powerful Platform

In an emergency, time is the most critical factor for a positive outcome. The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies. Our Safety Platform leverages dynamic digital mapping, real-time locating capabilities, an easy-to-use wearable panic button, and visitor management and reunification capabilities to plan for and respond faster to any safety situation.

"We designed a private, managed network in conjunction with software-as-a-service cloud solutions that provide multi-layer safety protection with 100% grounds coverage and room-level location. That is something that can't be done in the market today."

Brent CobbCEO, CENTEGIX, GA

What Customers Are Saying About CENTEGIX

"CrisisAlert is the solution we've been looking for. Knowing that in healthcare, if there's a problem, you just hit that badge...This is an outstanding solution to a long-standing problem."

Dr. Kevin Klauer

Chief Executive Officer

American Health Information Management Association

"Safety and security is everyone's responsibility, so if we're going to make that everyone's responsibility, then everyone needs to be empowered to have a voice. These are public schools and parents entrust their children to us every day."

Michelle Mccord

Superintendent, Frenship Independent School District, TX

"Our previous mobile app didn't work because there were simply too many places on campus where the service was unavailable. We switched to CENTEGIX because there was nothing else that compared in terms of complete campus coverage and ease of use."

Frank Frangella

Chief of Safety and Security, Martin County School District, FL

Our Awards











FEDERAL. STATE & PRIVATE

FUNDING SOURCES FOR CRISISALERT™



Is your district interested in purchasing CrisisAlert™ but having difficulty fitting it into your budget? Below is a list of federal, state, and private funding sources that can be tapped to help purchase school safety technology.

FEDERAL SOURCES:

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) FUND

The stimulus bill that passed in late March, known as the Coronavirus Aid, Relief, and Economic Security Act or CARES Act, earmarks \$30.7 billion under an Education Stabilization Fund for states to spend on education. The law lists 12 allowable uses of the \$13.2 billion in the package's K-12 relief fund, and of those, 2 are applicable to CrisisAlert:

- Providing principals and others school leaders with the resources necessary to address the needs of their individual schools.
- Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.

STUDENT, TEACHERS, AND OFFICERS PREVENTING (STOP) SCHOOL VIOLENCE PROGRAM

- Designed to improve school security by providing students and teachers with the tools they need to recognize, respond quickly to, and help prevent acts of violence
- The Bureau of Justice Assistance and the Office of Community Oriented Policing Services provides grants to states, units of local government, and Indian tribes
- Award recipients must use evidence-based strategies and programs such as those identified by the National Institute of Justice's Comprehensive School Safety Initiative



[6] For application information, contact David Adams, Senior Policy Advisor, 202-514-5309, David.Adams@ojp.usdoj.gov

U.S. DEPARTMENT OF EDUCATION PROJECT SCHOOL EMERGENCY RESPONSE TO VIOLENCE (SERV)

- Grants to fund short-term and long-term education-related services to help schools recover from violent or traumatic events in which learning environments have been disrupted
- Funding appropriation changes from year to year; consult U.S. DOE SERV link above for specific information regarding future funding availability



RURAL AND LOW-INCOME SCHOOL PROGRAM (RLIS)

- Provides rural and low-income districts with funding to improve student achievement, including improving school safety
- Annual awards issued to state education agencies, which make sub-grants to districts; Awards are made to all states that apply and meet the applicable requirements
- Eligible districts: 20+% of students ages 5 through 17 must be from families below the poverty line; all schools must have designated school locale code of 32, 33, 41, 42, or 43



For application information, contact David Cantrell, Ph.D., Office of School Support and Rural Programs, U.S. Department of Education Office of Elementary and Secondary Education, 400 Maryland Ave. S.W., Washington, DC 20202-6400, 202-401-0039, reap@ed.gov, or contact your REAP Program State Coordinator.

DEPARTMENT OF HOMELAND SECURITY STATE HOMELAND SECURITY PROGRAM (SHSP)

- Awards are made to states and territories, from which districts apply for funds
- Grants are awarded per fiscal year; consult DHS SHSP link above and state homeland security offices for future funding availability, eligibility requirements, and details
- SHSP supports state, tribal, territorial, and local preparedness activities that address gaps in terrorism preparedness
- Priority: Risk management for protection programs and activities, particularly in high-risk urban areas

STATE SOURCES:

Most state education departments offer school safety program grants, which often fund school safety technologies.

28 states with dedicated school safety funding: Al, AZ, AK, CO, CT, DE, FL, GA, ID, IL, IN, KS, MD, MA, MI, MN, MS, NV, NH, NJ, NY, NC, ND, OH, PA, TN, TX, VT, WI



Contact your individual state education agency for funding details, eligibility, and deadlines.

PRIVATE AND CORPORATE SOURCES:

Ongoing grant programs with varying eligibility requirements and application windows. Consult the links below for specific details.

- Walmart Community Grants Program: Community initiatives including public school safety and training
- Target Public Safety Grants: Public safety-focused funding to create safe and secure neighborhoods for Target customers and employees



Beyond the Badge

Beyond the Badge				
Accelerate your response to emergencies with CrisisAlert and the CENTEGIX Safety Platform				
	CrisisAlert	Other Wearables	Why This Matters	
Battery Life/ Charging Required	Battery lasts for years and does not require charging	Requires charging	A device that must be recharged—whether daily or monthly— is vulnerable to being powerless or connected to its charging device and not accessible when needed.	
Relies on Wi-Fi or Cellular to Initiate an Alert	No	Yes	Wi-Fi limitations and weak cell signals, common due to school building design, can result in messages not being sent or received, contributing to critical communication breakdowns.	
Provides Visual and Audible Notifications	Lockdown initiates strobes, intercom, screens takeover	No	Communication is the first action in emergency response. The sooner everyone on campus knows to get to safety, the better the outcome.	
100% Campus Coverage	Yes	No	Roughly half of emergency incidents at schools take place outside the classroom. Staff can initiate alerts from the playgrounds, athletic fields, parking lots, and other common sites for emergencies.	
Incident Location Accuracy	Real-time floor and room-level alert location accuracy displayed on your digital campus maps	Cannot differ- entiate between floors in a build- ing or provide room specificity	Where other wearables can bring responders to the building, CrisisAlert shows responders on what floor and in what room, stairwell, or parking garage an alert is located. Additionally, responders see all safety assets near the alert—AEDs, first aid kits, exit doors— to accelerate and apply the appropriate response.	
Safety Platform	Badges, critical incident mapping, visitor management, and integrations	Point solution	CENTEGIX Safety Platform is the foundation for your school safety plans, with capabilities central to emergency response and the ability to integrate with your existing safety technology.	
Experience	600,000+ people wear the CrisisAlert badge every day	Limited	Years have been spent implementing, onboarding, and training staff and responders to maximize staff adoption. Innovations based on customer feedback have led us to become the leader in wearable panic button technology for K-12.	
Usage	183,000+ alerts in 2023/2024 school year	Data not published	When staff are comfortable using the panic button to get help for everyday issues, they're prepared to act immediately in an extreme emergency. When used in common occurrences, staff feel supported by the district and contribute to the safety culture.	



Life-Saving Stories

Responding Rapidly to Medical Emergencies with the CENTEGIX Safety Platform™

Medical emergencies almost always rely on the element of time for a good outcome. How quickly the situation can be identified and notification for help sent, paired with the accuracy of the location information, is a life-saving combination that only the CENTEGIX Safety Platform™ can offer.

Despite the preventative measures to protect staff and students, medical emergencies will happen. Response time is essential: the sooner you respond, the better the chances for a positive outcome. In fact, data has shown that medical emergencies account for more than 10% of safety incidents on many school campus. Not only that, medical phenomena such as Sudden Cardiac Arrest—the number one cause of death on school campuses, as well as the number one killer of student-athletes—further underscore the need for safety solutions that can rapidly and effectively get help to the scene.

The CENTEGIX Safety Platform is a simple yet innovative solution that empowers every employee to participate in your organization's safety. As the foundation of an organization's layered safety plan, the capabilities of the CENTEGIX CrisisAlert™ wearable badge put time on the side of the responders, leading to better outcomes and *life-saving* events.

In the 2022-2023 school year, schools across the U.S. used CrisisAlert more than 100,000 times to rapidly request help during medical emergencies. Here are some of the life-saving stories.

Giving Educators Power on the Playground

In Spring 2022, a student at Flomaton Elementary School (AL) was playing at recess on the playground when he experienced a medical emergency: a rock kicked by another child on a swing had lodged in the student's throat and he was choking.

A staff member, whose radio was out of reach, immediately activated her CENTEGIX CrisisAlert™ badge and began performing the Heimlich Maneuver on the student. "And when I've gone back and watched the video, in less than 30 seconds…we had three additional adults there. Of course, [the CENTEGIX CrisisAlert™ badge alerted] someone at the Central Office, they immediately within 60 seconds were calling my phone…[The adjoining campus'] Assistant Principal came, his nurse came, our resource officer…We had seven adults around this child in less than 60 seconds…We were able to call his mom, his dad…The rock did come up thankfully, but again…right there, we knew CENTEGIX earned its keep that day," shared Flomaton Principal Courtney McBride.



Hillsborough County

COUNTY SCHOOL DISTRIC

COLUMBUS, G

In April 2021, a Ruskin Elementary
School (FL) teacher and paraprofessional
used quick thinking to help save the life of one
of their kindergarten students. They were out on
the playground with their students when suddenly one
of them went quiet and had a dazed look on his face. Shortly
after, the kindergartener laid down and began to vomit. Then
he began to turn blue in the face.

The paraprofessional began chest compressions once he became suddenly unresponsive. The teacher used her CrisisAlert badge to alert responders and administrators of the emergency and relay their exact location on the school campus. Because of their quick-thinking and use of the CrisisAlert badge to get medical help to the scene rapidly, the young student made a full recovery.

How CrisisAlert Made The Difference:

- CrisisAlert enables a *rapid response* in medical emergencies, improving outcomes.
- The CrisisAlert badge can request help *anywhere on campus*, even outdoor locations like the playground.
- CrisisAlert provides the *precise location* of the emergency so responders know exactly where to go.
- The CrisisAlert badge *immediately alerts responders* with the push of a button; no fumbling with a mobile application or walkie-talkie to request help.
- CrisisAlert is worn on your person, making it accessible and available at all times.

Sudden Seizures Require Rapid Responses

Dr. David Lewis, superintendent of Muscogee County Public Schools (GA), noted the importance of time and location as a top priority for safety measures. As a result of an experience during his tenure as a high school principal in which a staff member passed away, Dr. Lewis searched for safety measures with the ability to pinpoint exact locations for any kind of crisis or emergency. Dr. Lewis invested in CENTEGIX CrisisAlert™ because it provides exactly that.

In 2021, an emergency situation unfolded. While working in the cafeteria, a culinary technician experienced a grand mal seizure. Fortunately, a colleague was nearby and saw the event unfold and was able to respond by pressing their CrisisAlert™ badge to alert responders of the emergency while attending to their collapsed colleague. The immediate deployment of medical services to the *right* location was key.



CENTEGIX CrisisAlert™ provided support to the scene within minutes.

The culinary technician received the medical assistance they needed and made a full recovery. "I can only imagine [without it it] would've been a much worse outcome," Dr. Lewis said. "For me, that one incident saving [that life] and giving them the support they needed at the time they needed the most is probably the most gratifying thing I can say about this particular resource."

In August 2021, Dunbar High School (FL) student, Mia Santiago suffered a seizure. Mia started turning white and gray as she struggled to breathe. Shortly after, she completely coded—no vitals detected. Her teacher pushed the button on her CrisisAlert badge. Within seconds, the response team arrived on scene with an AED, called 911, and completed chest compressions on Mia for 15 minutes until EMS arrived.

When EMS arrived on campus, Mia was transported to the hospital. She was in a coma for a week but recovered. The doctors and teachers say if it weren't for the badge, she would not have survived.

How Crisis Alert Made The Difference:

- CrisisAlert enables a *rapid response* in medical emergencies, improving outcomes.
- The CrisisAlert badge immediately alerts responders with the push of a button; no fumbling with a mobile application or walkie-talkie that not every staff member has.
- CrisisAlert provides the *precise location* of the emergency so responders know exactly where to go, down to the exact floor and room.
- The CrisisAlert badge's *one-button activation* enables users to easily and rapidly request help.
- Every staff member gets a CrisisAlert badge, every staff member *is protected*.

Cardiac Arrests on Campus

On the morning of May 4, 2023, a sophomore at Avon Park High School of Highlands County Schools (FL), Madisyn Miners, collapsed during class change. Witnesses assumed she had slipped and hit her head. First on the scene was Algebra teacher Melinda Pollitt. "Don't assume," she now warns. "We thought it was a head injury until we moved her hair and saw that her face was blue." Pollitt immediately reached out for additional help.

The assistant principal of APHS, Kimberly Velasquez, had just finished a classroom observation when a student banged on the door, shouting, "Somebody passed out." "That's all I knew," Velasquez said. "I didn't know anything, but as soon as I heard that, I immediately pressed my CENTEGIX button three times. I had not even assessed the situation. I just coordinated everyone getting there."

"Her pulse was barely there," Fuentes said. "We all knew we needed the AED." An emergency response often relies on critical safety assets. Having a safety solution that can tell you precisely where assets are located, that they've been properly maintained, and that they are fully functional is vital to managing through a crisis. When the alert was initiated, a teacher went straight to the gym where the school's AED (automated external defibrillator) was located and handed it off to a student who raced it up to the second floor and delivered it to the team with Madisyn. Within five minutes of Miner's collapse, Fuentes applied the AED. Just 13 minutes after Madisyn collapsed, the ambulance left the school and took her to a local hospital where she fully recovered.

A <u>medical incident occurred</u> on campus in Muscogee County Schools, GA. A custodian was working alone in the afternoon when he suddenly experienced a heart attack. He needed medical assistance as soon as possible.

Because he was wearing his CrisisAlert badge on his person, he could press the button and summon help directly to his *precise location* before becoming unresponsive. Help arrived on the scene within three minutes, where they were able to provide support and resources immediately.

Dr. Lewis believes the custodian's life was saved due to CrisisAlert. Immediately deploying medical services to the specific location on the digital campus map was key. This further underscores the importance of safety technology that delivers precise location information of emergencies and critical safety asset information. "We had medical personnel on site. They say, time is of the essence in those situations," Dr. Lewis commented. "The ability for coaches or school staff or administrators who might be on scene to deploy the resources

that quickly to the right location, again, is just really important to me and provides a certain level of comfort, obviously, for our employees and to our parents and students as well, to know that we have that resource available to us, should the need arise."

On November 30, 2022, Yakima School District (WA) trained staff members at one of the middle schools on how to use CrisisAlert for the very first time. The next day, the <u>wearable badge saved a staff member's life</u>. A school counselor was suddenly not feeling well while alone in her office. Her vision had become blurry, and she couldn't see the numbers on the phone to make the call for help.

Thankfully, She was wearing the CrisisAlert badge and was able to use the panic alert button before losing consciousness. By using the badge, staff and security knew precisely where to go and were able to get into the locked office and call 911. The counselor was rushed to the hospital and doctors reported that she had a heart attack.

When the counselor lost consciousness, she slid out of her chair to the floor behind her desk where she was no longer visible to anyone passing by her office door. Since her office was also locked, it is likely that hours would have passed before someone noticed what had happened.

Had she not had the CENTEGIX badge, she wouldn't be with us today. She could have remained out of sight behind that closed, locked door on the floor behind her desk. She has gone on to make a full recovery.

On February 7, 2023, less than a month after the staff was trained, a Brantley County Schools (GA) teacher was working one-on-one with a student. Hearing what sounded like crying outside her room, she found a teacher falling to the floor. The investigating teacher yelled for help, and another teacher rushed in and pressed her CrisisAlert badge three times, alerting the school's principal and nurse to an emergency.

Yakima

The principal and nurse knew right where the emergency was happening and ran to the classroom. In the meantime, the teacher triggered a second three-press alert on her CrisisAlert badge. A second group of school administrators ran to the classroom. Upon arriving, the principal and nurse found the teacher not breathing and without a pulse. They quickly began CPR. Less than one minute later, the second wave of help arrived with the automated external defibrillator (AED) and was able to get a pulse; EMS arrived shortly after and rushed the teacher to the hospital.

When first responders don't have exact location information of an emergency, response times can increase substantially. Adopting technology with mapping features, like CrisisAlert, is critical because every second matters in any type of emergency situation.

For Dr. Morgan, the precious seconds saved with the help of the CrisisAlert badge and notification system are proofpositive that this solution is exactly what her schools need to keep people safe. Because of this technology, help arrived in the right location at the right time. Notes Dr. Morgan, "The doctors told her without a doubt that if the AED had not been used within the first five-to-six minutes, that she wouldn't be here today. So we know without a doubt that badge helped speed up that response."

How CrisisAlert Made The Difference:

- CrisisAlert enables a *rapid response* in medical emergencies, improving outcomes.
- The CrisisAlert badge *immediately alerts responders* with the push of a button; no fumbling with a mobile application or walkie-talkie to request help.
- CrisisAlert is worn on your person, making it accessible and available at all times.
- CrisisAlert provides the precise location of the emergency so responders know exactly where to go, down to the exact floor and room.
- The CrisisAlert badge can request help anywhere on campus, even locations far from IT setups or temporary structures like mobile classrooms.
- The CrisisAlert badge's *one-button activation* enables users to easily and rapidly request help.
- Every staff member gets a CrisisAlert badge, every staff member *is protected*.

During medical emergencies, getting first responders to the correct location rapidly is critical. Often, the speed of response is the difference between life and death. That was the case in these stories, where CENTEGIX's CrisisAlert was used to take action and save lives.

CENTEGIX offers the most effective and comprehensive school safety system on the market with the CENTEGIX Safety Platform.

Emergencies will happen. When every second matters, CENTEGIX's CrisisAlert is a practical, accessible, and easy-to-use incident response system that is always available.

When asked about advice for other superintendents considering emergency response technology for their communities, Dr. Kim Morgan of Brantley County Schools said, "I don't know of another product out there that can help control the response time to emergencies. Whether it is a whole campus situation—the unthinkable—or these different medical emergencies or classroom events. I cannot think of anything that will speed up a response the way this does or enable as many employees to get help and initiate a response." In times of high stress and panic, every second matters. Empowering people to communicate effectively and take appropriate action in a crisis ensures that no time is wasted. Lives are saved with CrisisAlert.





Learn more today. Because every second matters.

For more information on school safety technology solutions, visit our CENTEGIX Safety Platform page at centegix.com/safety-platform.





Yakima School District's Approach to Safety Was Impressive

Yakima School District serves 16,000 students across 1 preschool, 14 elementary schools, 4 middle schools, and 3 high schools in the state of Washington. It is also the 2nd largest Latino-majority district in the state, 4th largest in Eastern Washington, and overall the 20th largest district in the state.

Safety has always been a top priority for the Yakima School District. The district has established a multi-layered safety approach to protect all students and staff while on school grounds. This includes:

- An anonymous tip app for parents, students, and staff
- Armed School Safety Officers with prior law enforcement experience
- Cameras throughout the campus
- Interior and exterior door locks for access control
- Vestibules at school entrances
- Safety Lighting
- Fencing
- Panic buttons on walls and teacher's desks
- A parent app with real-time updates
- Immediate media releases

The Yakima School District's leadership believed they had planned for every scenario in which student or staff safety could be jeopardized as well as how they'd resolve the issues. But, when a serious incident occurred, the Yakima School District quickly uncovered major gaps in their safety approach.

The Most Serious Situation Revealed Cracks in the Safety Approach

On March 15, 2022, Yakima School District faced the unthinkable—a school shooting. Two students got into an altercation in one of the high school parking lots that led to shots being fired.

Trying to evacuate the campus to avoid this incident from escalating, the school's security monitor sent staff and students in the wrong direction—closer to the incident itself. On that day,

"We learned that those slight delays can make all the difference."

Stacey Locke,
Deputy Superintendent at
Yakima School District

Customer Highlight

On March 15, 2022, Yakima School District faced the unthinkable—a school shooting. Two students got into an altercation in one of the high school parking lots that led to shots being fired.

While working to identify what went wrong on March 15th, Locke and her team found gaps in their original safety plan. They needed a solution that would indicate where an incident was taking place and provide seamless communication to alert all staff members. After some searching, Locke came across CrisisAlertTM, the fastest, easiest, and most discreet way to get help in any crisis.

Yakima School District chose the CENTEGIX Safety Platform for it's CrisisAlert badge solution out of five other incident response solutions/systems, largely due to CrisisAlert being wearable and not being app-based—

both of which enable 100% adoption rate among staff as personal devices are not needed—and room-level accuracy of where an incident is taking place. Within six months, the system was fully implemented.



the district experienced firsthand how every second matters in emergency situations. And how faulty their multi-layered safety plan was. Leading people in the wrong direction can make a situation go from bad to worse. Thankfully, staff members realized this mistake and no one was injured.

After the situation had deescalated, school leaders looked back on what went wrong and how they could make improvements to prevent another similar situation. In this moment, they realized how vital it is to have real-time location information to indicate where an incident is taking place.

Stacey Locke, Deputy Superintendent at Yakima School District, knew that something needed to change. Stacey joined the Yakima School District in 2000 and has held various leadership roles including Executive Director of Safety and Security for the district's central office where she was deeply involved in the development of school safety protocols.

While working to identify what went wrong on March 15, 2018, Locke and her team found gaps in their original safety plan. They needed a solution that would indicate where an incident was taking place and provide seamless communication to alert all staff members. After some searching, Locke came across CrisisAlert, the fastest, easiest, and most discreet way to get help in any crisis. Part of the CENTEGIX Safety Platform, the wearable badge allows any staff member to send an alert that instantly reaches administrators and responders. Three pushes of the panic button on the badge sends an alert to designated on-campus responders—

usually an SRO, nurse, or assistant principal—to get a rapid response to a physical altercation, health crisis, or any situation in which additional staff support is needed.

ENTEGIX®

Model: CE-BDG-01

B RC

CENTEGIX was founded in response to concerns that traditional school safety technology didn't reflect the realities of the classroom or capture the best technologies for moments in crisis. Conversations with school leaders indicated that school staff needed an effective solution for incident response, which led to the development of an effective solution built on innovative technology.

Now reflecting back, Stacey shared that if the staff in the Yakima School District had the CrisisAlert badge, they could have pressed the button 8 times to initiate a campus-wide lockdown and notify security, staff, and first responders where on campus the incident was taking place—reducing response time and overall duress.

Yakima School District chose the CENTEGIX CrisisAlert badge solution out of five other incident response solutions/ systems, largely due to CrisisAlert being wearable and not being app-based—both of which enable 100% adoption rate among staff as personal devices are not needed—and roomlevel accuracy of where an incident is taking place. Within six months, the system was fully implemented.

After 24 Hours of Implementation, CrisisAlert Saved a Life

On November 30, 2022, Yakima School District trained staff members at one of the middle schools on how to use CrisisAlert for the very first time. The very next day, the wearable badge saved a staff member's life.

A school counselor was suddenly not feeling well in her office. Her vision had become blurry and she couldn't see the numbers on the phone to dial for help, but thankfully, was wearing the CrisisAlert badge and was able to use the panic alert button before losing consciousness. By using the badge, staff and security knew precisely where the incident was taking place, which saved time and ultimately, her life.

When the counselor lost consciousness, she slid out of her chair to the floor behind her desk where she was no longer visible to anyone passing by her office door. Since her office was also locked, it is likely that hours would have passed before someone would have noticed what was going on. But, with the help of CrisisAlert, staff and security knew immediately where to go and were able to get into the locked office and call 911. The counselor was rushed to the hospital and doctors reported that she had a heart attack.

After one day of implementation, the Yakima School District saw the ROI in having CrisisAlert.

"You can't put a price tag on safety," said Locke

Questions Districts Should Ask When Creating a Multi-Layered Safety Approach

When asked what Locke would recommend to other districts looking to increase their safety and security, she shared that districts should review all of their current safety tools and practices and ask themselves the following:

- Do we have a layered approach to safety?
 - If so, are there gaps in the layered approach?
 - If not, how can we begin to build a layered safety approach?
- Are the layers organized to build upon each other?
- Can our tools and practices handle all types of incidents from the every day to the most extreme?
- Do our staff members feel protected by our current procedures? If not, what changes can we make to reassure them?

Today, more states are introducing and passing legislation, such as Alyssa's Law, which requires public and charter schools to have silent panic buttons. In some states, additional legislation has passed recently requiring schools to have digital maps of school campuses for law enforcement to access in case of emergencies. As more districts look at different solutions to adhere to these new laws and investments, leaders should keep in mind these critical components of K12 incident response solutions:

- Easy to use, especially under duress
- Does not rely on Wi-Fi or cellular connectivity
- Immediate notification to administrators and direct notification to 911 dispatch
- Mapping that provides room- and floor-level location accuracy
- Total campus coverage, including outdoors
- Simple to use, simple to train on, and simple to maintain

When safety is a priority for school districts, students and staff members feel safe coming to school and work, freeing them to focus more on instruction and less on what-ifs.

© CENTEGIX°

For more information on school safety technology solutions, visit our CENTEGIX Safety Platform page at centegix.com/safety-platform.

Learn more today. Because every second matters.

800-950-9202 • info@centegix.com



"For our staff, it has been mindblowing [with the badge and the safety network having access to CENTEGIX technology], they now feel valued. We now have 2,000 additional eyes and ears on the safety of not only Yakima School District, but also the community as a whole and I can tell you what a difference that has made when we talk about a comprehensive culture of safety," said Locke



SEE WHAT TEACHERS IN YAKIMA ARE SAYING

A student in another classroom with behavior issues grabbed his backpack and left class. There was a substitute in the class. I happened to be in the hallway and saw the student headed for the door. I followed him hoping he would head for the office but he proceeded into the parking lot and towards the street. I did not have my cellphone with me it was great to be able to push the button 3 times for admin support which came right away.

- Kimberly

I had a student that was being explosive and I needed help without leaving the area the student was in. CrisisAlert Badge was like having someone there immediately. I have never received help with a student so quickly!

Darlene

The class was transitioning to lunch. One student was struggling to transition. He was escalated and getting upset.

I pushed the button 3 times to alert the office I needed support. The assistant principal was to the situation within a minute.

Kendall

A student was leaving the classroom and running towards the road. I was able to push my button and receive assistance within moments. I'm grateful because I didn't have a walkie accessible at the moment.



Alyssa's Law Texas Deployment

Wearable panic buttons are making Texas Schools Safer





January 2024

Esteemed Leaders of Texas,

In the wake of the tragedy in Uvalde, school safety was a priority for Texas lawmakers and parents alike. Driven by its commitment to securing students across the Lone Star State, the Texas Legislature considered multiple school safety bills during the course of the 88th legislative session. By session's end, the Legislature passed two bills providing funding for school facilities and security: HB 1, the general appropriations bill, and HB 3, which specifically focuses on school safety & security.

While the Legislature provided \$1.4 billion towards school safety, it also adopted provisions on how districts may spend their funding allotments. One such provision was Alyssa's Law.

Named for Alyssa Alhadeff, one of seventeen students killed on February 14, 2018, at Marjory Stoneman Douglas High School in Parkland, Florida, Alyssa's Law requires Texas public schools and academies to provide a silent panic alarm technology (SPAT) emergency alert system that allows for immediately transmitting a signal or message to first responders.

As the nationwide leader in school safety, CENTEGIX has been a critical partner for Texas schools in the work to increase safety; as part of our efforts, we have composed the following to provide Texas lawmakers, school officials, teachers and parents an update on Alyssa's Law and showcase how panic button technology is making schools safer and contributing to the learning environment. We are honored to provide you with the enclosed report outlining how school districts are better serving their staff and students with the use of silent panic button technology across the Lone Star State.

Within this report, we outline the positive impact Texas schools have witnessed. It is a testament to CENTEGIX's commitment to creating the safest learning environments possible. The recent passage of Alyssa's Law in the state will allow even more districts to utilize market-defining technology for school safety. This legislation acknowledges the critical role technology can play in emergency response times and allocates additional funding to support its implementation. As we partner with more Texas schools to embrace CENTEGIX's safety solutions, we look forward to a future where our innovative solutions continue to play a pivotal role in safeguarding students, educators and staff across the state.

Sincerely,

Brent Cobb

Chief Executive Officer

CENTEGIX

Why Texas School Districts Choose CENTEGIX

Our CrisisAlert solution is the leader and most used panic alert platform where funded mandates support Alyssa's Law, as is the case in Texas. In Florida, where Alyssa's Law originated, we serve 35% of the public schools and continue to grow.

In 2023, The Texas House Investigative Committee on the Robb Elementary Shooting released a report detailing key findings on communications and alerts. **These findings were critical in the passage of Alyssa's Law in Texas.** Unlike CrisisAlert, other incident response solutions lack the critical functionality required for real-world emergencies. CrisisAlert eliminates communication vulnerabilities and enables the fastest incident response, improving outcomes and saving lives.

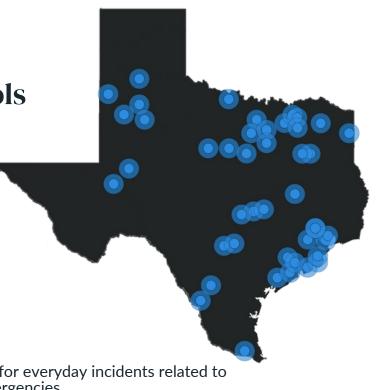
Uvalde Report Factual Conclusions on Communication & Lockdown Alerts	CrisisAlert is Architected to Save Time and Save Lives
Difficulty accessing an app-based alert system	Always on, every employee can quickly and discreetly request help or initiate a lockdown directly with their wearable badge.
Delayed activation time of alert system	A dedicated network of badges, strobes, hubs, and gateways is installed and monitored to ensure 100% coverage everywhere on campus. No Wi-Fi or cellular signal is needed to send an alert.
Delayed campus-wide notifications of threat	When a lockdown has been activated, CrisisAlert automatically initiates strobe lights throughout the school. At the same time, a pre-recorded announcement is activated through the school intercom system. All displays connected to the school network will show a lockdown message that includes district protocols. CrisisAlert provides audio and visual notifications of a lockdown situation to inform everyone on-premises.
Failed use of school-wide intercom	Digital messages and automated intercom announcements inform everyone of a campus-wide incident and the actions to take. CENTEGIX provides and tests the integration of intercom systems and computer displays.
Lack of differentiation between less urgent and crisis alerts	CrisisAlert operates on a private network independent of Wi-Fi or cellular to send alerts. In the event of a power outage, alerts can still be sent as the network has fail-safe measures and provides 8 hours of battery backup.
Unreliable Wi-Fi and cellular connectivity throughout the school	CrisisAlert works independently of Wi-Fi or cellular to send alerts. Automates a phone call and digital message to 911 first responders within seconds of pushing the button. Redundancies and fail-safes on every system level: every staff member has a badge, private network, backup batteries that provide 8 hours of backup and have a lifespan of 5+ years, and multiple campus-wide notifications to ensure everyone receives the alert.

CENTEGIX CrisisAlert

Fifteen Thousand Alerts Sent within Texas Schools

Schools across Texas rely on CrisisAlert to protect those in their care. The CENTEGIX Safety Platform™ is the foundation for your district's layered safety plan, empowering the fastest response to emergencies.

Because every second matters.





 Over 98% of all alerts are for everyday incidents related to health and behavioral emergencies.



 Over 95% of Texas staff feel empowered to resolve an emergency situation rapidly with CrisisAlert.



• 99% indicated it was easy to use the badge to get help. Teachers prefer the badge over wall-mounted panic buttons and personal mobile phones.



Over 93% of Texas school personnel feel safer at work.

9 million people are protected by CrisisAlert nationwide.

We protect more than 11,500 schools in almost 50 states.

"CENTEGIX meets the rapid communication needs of school leaders that include responding to crisis events and the emergencies that happen in schools. Our highest priority is keeping our Eagle students and staff safe, and this is another step in protecting and fortifying our schools."

Dr. Telena Wright, Superintendent Argyle ISD

CrisisAlert Saves Lives

Getting help quickly and to the right location is critical in medical incidents. Often, the speed of response is the difference between life and death. The CrisisAlert solution speeds help to those in need by simplifying the process to identify when and where help is needed, notifying responders immediately with precise location information of the incident and the location of safety assets to assist with the response.

Sudden Cardiac Arrest on Campus

A case underscoring the need for a rapid response occurred at Avon Park High School. In May 2023, during the hectic time when students changed classes, a sophomore collapsed from sudden cardiac arrest. Quick thinking and the CENTEGIX CrisisAlert badge were used to get a team and an AED to the scene within two minutes, an effort that saved the young woman's life.

Learn more about this powerful story and other life-saving uses of CrisisAlert.

In September 2021, seventeen-year-old Mia Santiago collapsed at the beginning of class and coded—she had no vital signs at all. Her teacher immediately pushed the CrisisAlert button on her badge and, within seconds, had the on-site response team in her classroom to help. Another teacher retrieved a nearby AED and performed compressions on Mia for sixteen minutes until the emergency medical service team arrived. Mia was in a coma for a week but made a full recovery. Her doctors and teachers say if it weren't for the quick actions of her teacher using her badge, she would not have survived. "The team here saved her life. The badge saved her life." - Jill Klausing, Teacher

Watch the news video on this lifesaving event.

Emergency Event on the Playground

Ruskin Elementary School witnessed the power of rapid emergency response during an incident on its playground in April 2021. A teacher and paraprofessional helped save the life of one of their kindergarten students when he suddenly began to vomit and turn blue in the face. The teacher used her CrisisAlert badge to alert responders and administrators of the emergency and relay their exact location on the school campus, immediately getting medical help to the scene.



The CENTEGIX badges have been a game changer for us. There have been multiple situations, including seizures, a dislocated knee, an allergic reaction, a couple of classroom altercations, and a threatening individual, that have prompted staff to use the three-button press. Our staff response time is significantly shorter with this tool. Responders reach the incident location in 30 seconds or less, regardless of the location on campus. Thankfully we haven't had a need to use the tool for a full school lockdown as of yet, but I'm sure it will happen, and when it does, we will be ready. The decision to move to CENTEGIX was, in my opinion, a great one.

-Sara Bravo, Principal, Mandarin High School

CrisisAlert Easy to Use in Extreme Situations

In Hillsborough County School District, deputies responded to Schmidt Elementary School after the principal reported two males on campus, one armed with a rifle. Students and teachers were on campus for summer classes. The principal used her CrisisAlert badge to put the school in lockdown.

Without hesitation, and from where she was walking on campus, she quickly:

- identified suspicious activity;
- notified everyone on campus that a lockdown had been initiated through the use of strobe lights, a pre-recorded intercom announcement, and desktop display take-over;
- sent a direct communication to bring about a law
- enforcement response.

All with eight clicks of a single button worn on her person. The immediacy of CrisisAlert compresses time that is wasted in a similar situation where a witness to threatening activity has to search for their phone, unlock it, locate the applicable app, log in, and then report an incident.

Upon arrival, deputies found the two suspects. Both were compliant and taken into custody without incident. "Their quick and calculated response ensured the safety of the students and teachers on campus, as well as their own," said Sheriff Chad Chronister.

In October 2022, a man attempted to breach Shaw Elementary School in FL. A staff member quickly reacted by using her CrisisAlert badge to lockdown the school, protecting the entire school while law enforcement officials investigated and resolved the situation.

Safety &
Security
Is Everyone's
Responsibility

"Safety and Security is everyone's responsibility, so if we're going to make that everyone's responsibility, then everyone needs to be empowered to have a voice. These are public schools and parents entrust their children to us every day."

Michelle McCord, Superintendent, Frenship ISD

"The system has a very sophisticated mapping feature that allows responders to see exactly which room or hallway the emergency is coming from and from whom. In the event of a real active shooter, we could share this information with outside police agencies who may be coming to aid us."

Paul Cordova, Police Chief Aldine ISD

CENTEGIX Safety
Blueprint™
Industry-First,
Dynamic Digital
Mapping Solution
to Optimize
Incident Response

CrisisAlert in Texas Schools

Helps Teachers Manage Disruptive Behavior

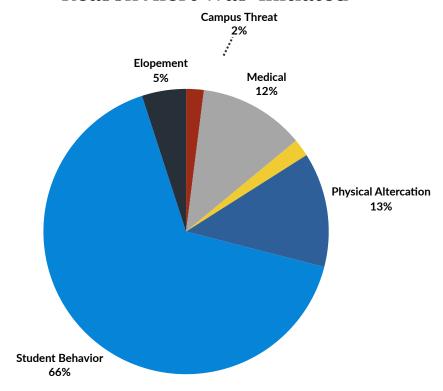
While the number of medical alerts reported in the last year was substantial, the number of alerts and incidents that were driven by adverse student behaviors were the predominant use.

84%

of alerts sent through the CrisisAlert system in Texas were for helping manage student conduct situations.

CENTEGIX categorizations of student behaviors call out specific categories such as "Elopement" (often referred to as a "runner") and "Physical Altercation" to help administrators track which serious problems they are facing and enable them to plan to better react to these situations in the future.

Reason Alert Was Initiated



99

Workplace safety [is the] number one issue not only for the schools but also throughout the nation, so this gives an extra level of security for our staff members."

Frank Stanage Human Resources Director, Alamo Heights ISD

CrisisAlert is Used Every Day

CrisisAlert badges are deployed district-wide. Every employee, from counselors to food service, teachers to front office staff, is assigned a wearable safety badge. Multiple communication failures in emergency response are due to school safety plans that rely on personal mobile phones for workplace safety.

Because each district can add temporary staff, substitute teachers, or other auxiliary team members to each school, the coverage rate for CrisisAlert exceeds 100% of staff in the Texas school districts where CENTEGIX CrisisAlert has been implemented.

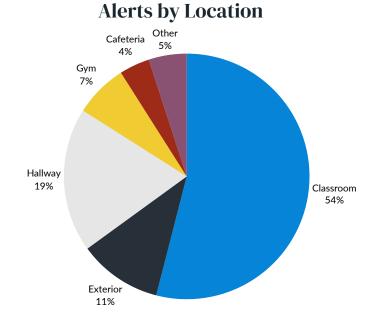
CrisisAlert

School-Wide Alerts from Anywhere on Campus

46%

of alerts came from outside the classroom.

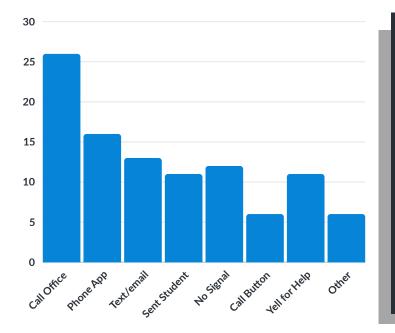
Emergencies happen outside of classrooms and outside of school buildings. With CrisisAlert, the speed of response isn't affected by limited Wi-Fi coverage, access to wall-mounted devices, or carrying a personal phone.



Before CrisisAlert

What would you have done in this situation?

CENTEGIX surveyed users about what they would have done in a similar emergency before they had CrisisAlert. The most common response was to call the office for help, whether by cell phone or the classroom phone, both of which rely on other factors like Wi-Fi availability and classroom location.



"CrisisAlert is an additional measure that Brazosport ISD is taking to fortify safety measures for all our students and staff.

The system's effectiveness and ease of use provide our staff with the confidence and peace of mind necessary to maintain a secure learning environment."

Ty Morrow, Safety Director Brazosport ISD

CrisisAlert Difference

Wearable, Single Button vs Phone Apps



As the Robb Elementry report highlighted, phone-based apps rely on Wi-Fi and cellular which can have limited availability and reliability. CrisisAlert was purpose-built to address the communication breakdowns identified in the Marjory Stoneman Douglas Commission Report.

Operating on a private network, independent of cellular and Wi-fi (eliminating any additional burden to the district's existing network) with CrisisAlert, the speed of response is not affected by Wi-Fi coverage or whether someone in need of help has their phone on their person.

"If you needed to send an alert through your cellphone, you would have to actually get your cellphone, unlock it, find the app, find the alert, and then press the alert," explains Frank Frangella, director of safety and security at Martin County School District.



DO NOT PUT AN APP ON OUR PHONES. WE WILL NOT DOWNLOAD IT.

99

When Frangella proposed CrisisAlert to his School Board, he advocated for the wearable badge solution largely because "most of the staff has declined to install" the application they'd selected to report school emergencies. Districts that opted for one of the nine app-based solution providers have failed to persuade educators and staff to download the app to their personal mobile phones.

In a crisis, every second matters. Mobile phone safety applications cost precious time by adding unnecessary steps:

- Staff must download the app on their personal device
- Staff must have phones easily accessible
- Phones must have a Wi-Fi connection
- Staff must navigate through the phone to initiate an alert

In an emergency, "fight or flight reactions" make it difficult to remember all these steps and have the fine motor skills needed to operate a mobile device. We didn't want to go with a system that would ask our teachers to download an app or have to fumble through a phone or have to run to a panic alert button. The CrisisAlert system is a really small device; it's wearable... and it's inconspicuous.

Lisa Cantu, Federal Programs Director Mercedes Independent School District

Summary & Conclusions

Alyssa's Law & CrisisAlert Make Schools Safer

The adoption of the CENTEGIX CrisisAlert solution in districts across the state of Texas and the daily badge usage for common crisis situations is evidence that Alyssa's Law is making Texas schools safer for staff and students.

- With some 15,000 alerts sent by Texas school personnel, teachers and staff overwhelmingly utilize the CrisisAlert badge to instantly get help in an emergency, as outlined in Alyssa's Law.
- With CrisisAlert installed as the Alyssa's Law-compliant silent panic button, lives have been saved.
- Where adoption and usage of personal mobile phone apps have remained low, staff adoption of CrisisAlert is district-wide.
- CrisisAlert is being used in Texas districts across the state. From Crane
 in the West to McLeod in the East, Mercedes in the South to Tulia in
 the North, districts of all sizes benefit when every school and district
 staff member is empowered to get help in a crisis.
- CrisisAlert does not depend on a Wi-Fi connection or cellular signal to initiate alerts or notify emergency personnel.
- The CrisisAlert platform provides immediate, multi-sensory notifications for campus-wide alerts, including intercom announcements, colored strobe lights and desktop screen takeovers to help every person on campus know a lockdown has been initiated and the protocols to follow.
- CrisisAlert directly addresses the alert-related communication issues outlined in the investigative report on the tragedy in Uvalde.

Our Contact Information







Supporting Information - CENTEGIX

The following pages contain supporting information about CENTEGIX and the various solutions proposed as part of our response to the Security Solutions portion of the RFP. We have provided an Executive Summary and Company Description, followed by essential collateral which provides key information about our company and the solutions referred to within our response.

Executive Summary

RFP Title: AEPA - Security Solutions

Due Date: September 17, 2024

Letter of Introduction/Executive Summary

"It's like anything else in life: you get what you pay for. There are less costly options, but if they don't work, then you've not made this campus safe. It may make you feel better, but it's not effectively addressing the problem."

Supt. Jeremy Gulley, Jay Schools

CENTEGIX® is pleased to submit this response to AEPA. CENTEGIX and AEPA have enjoyed a fruitful partnership over the last four years, which has produced millions of dollars in sales and led to enhanced protection for thousands of students and staff across the country.

CENTEGIX is proud to be the leading provider of rapid response technologies and safety preparedness. Our Safety Platform™ offers a holistic approach, a multi-layered safety solution connecting staff badges, facility maps, strobes, intercoms, and screens to campus first responders and 911 dispatch. Our network empowers users to prevent, prepare for, and instantly respond to any safety incident campus-wide. We are dedicated to our mission of innovating safety solutions to empower and protect people (every day). Our values of empowerment, innovation, and advocacy keep us committed to creating workplaces where all staff feels supported to get help in an emergency, from the everyday to the extreme.

CENTEGIX is the industry leader and largest wearable safety technology provider for K-12 education with over 600,000 badges in use. The cloud-based CENTEGIX Safety Platform™ initiates the fastest response time for emergencies campus-wide. Leaders in over 12,000 locations nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

The CENTEGIX Safety Platform empowers personnel to manage critical situations every day, from prevention to response, via a multi-layered approach to safety. As a school district leader, your top priority is ensuring the safety of your students, teachers, and staff. The CENTEGIX Safety Platform is a critical component of a multi-layered school safety plan. By incorporating the capabilities of this innovative technology with current security measures, your district will be positioned to rapidly address incidents and potential threats.

- CRISISALERT™ is an incident response solution that empowers all personnel to get help anywhere on campus with the push of a button. The wearable badge and single-button activation enables a rapid response to emergencies, from the everyday to the extreme. For campus-wide alerts, CrisisAlert instantly notifies 911 dispatch with precise location details. Visual and audio notifications are initiated schoolwide.
- SAFETY BLUEPRINT™ provides a comprehensive map of campus that serves as the foundation for the Safety
 Platform. The maps are fully customizable and can be "layered" to serve the unique needs and assets of different
 departments, including facilities, security, and IT. Editing and updating of building features or grounds are managed
 within the application and are reflected throughout the platform.
- VISITOR MANAGEMENT makes monitoring who's coming in and out of your schools easy, ensuring that only authorized visitors are allowed on campus. Enhanced Visitor Management utilizes the CENTEGIX network and Safety Blueprint to provide a real-time location of visitors while on school grounds.
- REUNIFICATION follows the standard response and reunification protocol of the I Love U Guys Foundation.
 Utilizing Visitor Management capabilities, the solution works to quickly reunite students with their parents or guardians after an emergency.

Our innovative platform enables services that utilize the capabilities of a wearable badge, mapping technology, real-time locating services, and multi-modal notifications.

"...the level of service and the level of customer service is incredible, but it continues during the entire life of you as a CENTEGIX member of the family. And that's how I see it. I see it as a member of the family."

- Chief Whaley, Douglas County



Successful implementation is vital to any project. Each customer is guided through all phases of implementation by an assigned Onboarding Specialist, who is the primary point of contact for the project. The implementation process has five phases: planning, equipment installation, software configuration, site testing, and user training. The platform installation is coordinated with district staff and performed outside of school instructional hours. Our team provides training and communications tools to support the training of staff and communication to your community.

Once fully implemented, ongoing support is provided via Customer Support and our Command Center. The Command Center oversees proactive network monitoring and communicates with the district in the event of any service disruption.

CENTEGIX continues to expand its capabilities and offerings. We have recently announced strategic partnership with a variety of technology and safety providers, such as CatapultK12, GeoComm, Fusus by Axon, and SaferWatch, to provide even more value and integration options to our customers.

In closing, CENTEGIX is pleased to present our innovative, comprehensive safety platform solution. We are confident that we meet and exceed the requirements outlined in your RFP and look forward to a sustained partnership with AEPA

Brent Cobb CEO

CENTEGIX®

Company Description and Experience

CENTEGIX is the leader in incident response and safety solutions. We are dedicated to our mission of innovating safety solutions to empower and protect people (every day). Our values of empowerment, innovation, and advocacy keep us committed to creating workplaces where all staff feel supported to get help in an emergency, from the everyday to the extreme.

CENTEGIX was founded over five years ago in response to concerns that traditional school safety technology didn't reflect the realities of the classroom or draw on the best technologies for moments of crisis. Our conversations with school leaders indicated that school staff needed a way to get help quickly in an incident, and an effective solution for incident response was lacking. Incidents—both the everyday and extreme—will happen, and the faster everyone involved can respond appropriately, the better the opportunity to manage the outcome. In a crisis, every second matters. Those conversations inspired our team to develop an effective solution built on innovative technology.

Our flagship CrisisAlert solution is the fastest and easiest way for staff to get help in an emergency. With the simple push of a button on our wearable CrisisAlert badge, an alert instantly reaches administrators and responders. CrisisAlert is unique for its ability to deliver precise alert location, immediate audio and visual incident notifications (including lighted strobes, screen messages, and intercom integration) for campus-wide incidents, and 100% full campus coverage.

Since its inception, CrisisAlert has delivered over 400,000 alerts, from the everyday to the extreme, with over 600,000 badges in use. Leaders in over 12,000 locations nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day). CENTEGIX empowers rural, urban, small, medium, and large customers, including four of the ten largest and 20 of the 100 largest U.S. school districts. Our growing customer base includes higher education institutions, healthcare facilities, and government agencies.

The Florida Department of Education approved CrisisAlert as the only badge solution for its Alyssa's Law compliance. Over 35% of Florida districts and over 80% of Georgia districts have chosen CENTEGIX CrisisAlert to protect their staff and students. CrisisAlert has helped to save lives both from potential violence as well as health-related emergencies.

CENTEGIX has been recognized nationally with awards, including the 2023 Secure Campus Award, Georgia Fast 40 (2024), Inc. 500 fastest growing companies in America, and Campus Safety BEST Award (2024).

Because CENTEGIX has been creating and supplying digital mapping as part of our CrisisAlert solution, a natural next step in mapping technology was to empower users with the ability to adjust and layer their own digital maps. Thus, Safety Blueprint $^{\text{TM}}$ was introduced in 2023 as the next step toward a larger safety and security ecosystem.

Safety Blueprint directly empowers authorized district and school personnel to adjust the security layer of each site as your facilities change. We enable the district to make immediate interactive changes to scaled drawings based on roles and permissions in our solution. Not only can users edit basic outlines of buildings, classrooms, offices, etc., but with Safety Blueprint, users can color code rooms by grade levels, functions, or even by special needs.

To further expand our impact on school safety, in 2023 CENTEGIX acquired Ident-A-Kid, the market-leading provider of Visitor and Volunteer Management and Reunification solutions for K-12. This acquisition furthered CENTEGIX's mission of innovating safety solutions to empower and protect people (every day). Over 7,000 schools nationwide have selected Ident-A-Kid for its automated background checks, visitor alerts, and integrations with other school safety platforms.

Lastly, our team includes experienced K-12 school educators and leaders, and we are guided by our values of empowerment, advocacy, and innovation. We believe in empowering all staff with the ability to get help and to protect a campus. We are dedicated to building safety solutions that use market-defining technology that delivers the functionality, connectivity, and accessibility needed to stand up to real-world emergencies.



CENTEGIX® is the industry leader in wearable safety technology for all types of workplaces. The cloud-based CENTEGIX Safety Platform™ initiates the fastest response time for emergencies, from the everyday to the extreme, anywhere on campus. Leaders nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

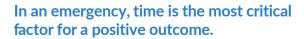
The design of the Safety Platform is grounded in CENTEGIX's years of experience supporting staff with incident response. In an emergency, every second matters. Time is the single most critical factor in incident response. The more efficiently you can utilize time, the better the outcome.

The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies.

Our Safety Platform and solutions support your leadership to foster a culture of safety across industries:

- Education
- Government
- Healthcare
- Retail
- Hospitality
- Commercial





GIX



SAFETY PLATFORM™

The foundation for a layered safety plan that saves critical time in emergencies.



CRISISALERT™

Empower your staff to get help instantly in an emergency with a push of a button.



REUNIFICATION

Quickly reunite staff, students, and personnel in an emergency.



SAFETY BLUEPRINT™

centegix.com

Direct responders to critical incidents with digital mapping for rapid emergency response.



VISITOR MANAGEMENT

Authenticate, manage, and locate visitors on your campus.







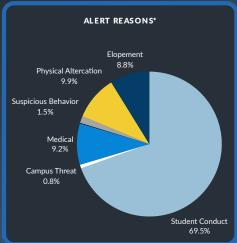


The Data-Driven Power of CENTEGIX

Lead with confidence every day, using your CENTEGIX dashboard to leverage actionable data that supports your goals and impact.

'Sample CENTEGIX Dashboard





How We Bring Safety To Every Corner of Campus

Our Powerful Platform

In an emergency, time is the most critical factor for a positive outcome. The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies. Our Safety Platform leverages dynamic digital mapping, real-time locating capabilities, an easy-to-use wearable panic button, and visitor management and reunification capabilities to plan for and respond faster to any safety situation.

"We designed a private, managed network in conjunction with software-as-a-service cloud solutions that provide multi-layer safety protection with 100% grounds coverage and room-level location. That is something that can't be done in the market today."

Brent CobbCEO, CENTEGIX, GA

What Customers Are Saying About CENTEGIX

"CrisisAlert is the solution we've been looking for. Knowing that in healthcare, if there's a problem, you just hit that badge...This is an outstanding solution to a long-standing problem."

Dr. Kevin Klauer

Chief Executive Officer

American Health Information Management Association

"Safety and security is everyone's responsibility, so if we're going to make that everyone's responsibility, then everyone needs to be empowered to have a voice. These are public schools and parents entrust their children to us every day."

Michelle Mccord

Superintendent, Frenship Independent School District, TX

"Our previous mobile app didn't work because there were simply too many places on campus where the service was unavailable. We switched to CENTEGIX because there was nothing else that compared in terms of complete campus coverage and ease of use."

Frank Frangella

Chief of Safety and Security, Martin County School District, FL

Our Awards











In a Crisis, Every Second Matters

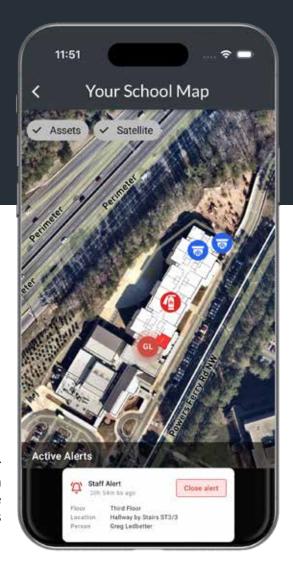
The single most critical factor of incident response is time. The cloud-based **CENTEGIX Safety Platform™** initiates the fastest response to emergencies anywhere on campus.

The Safety Platform combines industry-leading dynamic mapping and incident response solutions to identify, notify, and initiate a response to a crisis situation, within seconds.

Reduce Identification Time

Quickly, easily, and discreetly send an alert for help with the push of a button. The CrisisAlert[™] badge is worn on a lanyard like a staff ID, which is always available and accessible. The silent panic

alert works anywhere on campus and does not depend on Wi-Fi or cellular, eliminating communication breakdowns. Immediately upon identifying a situation that requires help—from the everyday to the extreme—staff are empowered to use their badge to alert responders that help is needed.



Reduce Notification Time

For an incident where onsite responders are needed, the designated response team immediately receives the alert notification with a campus map showing who needs help and their precise location. The map also highlights the location of safety assets that may be needed in the response.

For a more severe emergency or threat to the school, badge-wearers can initiate lockdown protocols preconfigured by your organization. Campus-wide alerts activate screen take-overs displaying lockdown directions and full audio and visual communication notify

everyone that the campus is under threat and to get to safety as quickly as possible. At the same time, 911 dispatch or local law enforcement is notified and equipped with the Safety Blueprint™ campus map to plan their response. In seconds, everyone in harm's way knows a lockdown is in effect and what they need to do to get to safety.

Reduce Response Time

The onsite response team has the right location and knows where safety assets are located. Local 911 takes action to neutralize the situation. Knowing precisely and immediately where buildings and assets are located—AED, fire alarms, first aid kits, extinguishers, and evacuation points—are the critical details first responders need to make the most of every second.





Wearable Panic Button for Rapid Incident Response



CrisisAlert[™] is the wearable panic button that empowers teachers and staff to get help from anywhere on campus.

For incidents such as medical emergencies, student altercations, and elopement:

- Single-button activation
- Discreet and easy to use
- Notify onsite responders immediately
- · Identify who needs help and where they are
- No Wi-Fi or cellular service is needed

For extreme situations like an active threat to campus:

- Single-button initiates campus lockdown protocols
- Notify 911 dispatch
- Activate full audio and visual communication
- Provide first responders with specific location details
- Display safety assets and evacuation routes for a more organized response





One-button activation



Total facility coverage



Location accuracy



Immediate notification



Audio & visual notification



Ease of installation

Technology-Driven Approach to Safe Reunification



When an emergency occurs, your entire school can go from orderly to disruptive instantly. You've put in all the protocols and solutions to get everyone to safety as quickly as possible.

What happens after the evacuation at the reunification site?

- Mark students and staff safe when fully evacuated
- Access a real-time digital roster for accuracy
- Perform a custody check with signatures and time stamps
- Confidently establish all parties are safe and reunited with approved guardians

Because in an emergency, every second matters.





Dynamic Critical Incident Mapping



CENTEGIX Safety Blueprint TM is an intelligent response mapping solution to help you optimize incident response, safety planning, and visitor management. With CENTEGIX Safety Blueprint, first responders have immediate access to relevant building and asset information, lessening their response time to emergencies.

- Reduce incident response time when you know the precise location of an incident and where to find the closest life saving devices
- Understand the severity of an incident by engaging cameras to observe the event in real-time
- Visualize where safety assets are located without digging through multiple spreadsheets
- Reduce the time needed to manage inventory, maintenance, and requisition reports
- Publish floor plan changes yourself and eliminate the wait and cost to engage a vendor to redraw maps
- Track expiration and inspection dates, serial numbers, notes, photos, and other critical information for every piece of safety equipment
- Utilize alerts to take action on assets due for maintenance or replacement
- Create additional layers and related assets to serve IT and Facilities needs







One map, many layers



Visualize safety assets on map



Comply with mapping laws



Publish your floorplan changes



Manage asset inventory



Authenticate, Manage, and Locate Visitors on Campus



With CENTEGIX Visitor Management, check in every visitor with a comprehensive but quick process that verifies their identity, screens their background, and puts staff at ease.

Enhanced Visitor Management adds innovative real-time location mapping technology that enables your team to

- Pinpoint the specific location of every visitor—volunteer, contractor, parent—in real-time
- Know where your visitors are in an emergency
- Know if your visitors are in restricted spaces
- Gauge how long your visitors were on campus to audit contractor/vendor time sheets







Every. Second. Matters.®

Accessible and Easy-To-Use Technology

CENTEGIX Safety Platform makes communicating during a crisis as simple as possible. A wearable panic button is the perfect solution; in an emergency, a staff member merely presses a single button to initiate the school's layers of safety protocols.

The Safety Platform technology is user-friendly for first responders as well. The system provides responders with the exact location of the crisis with additional capabilities to locate safety assets, entrances, and exits.

Reduce Manual Hand-Offs

Your administrators want a safety solution that ensures simple, effective communication during crisis events. Audio and visual notifications, streamlined integration with first responders' systems, and direct responder notifications align all involved in the face of an emergency. Accurate, real-time information can reduce an emergency's duration and significantly affect an incident's outcome.

Real-time Location and Reporting

Accurate and comprehensive incident reporting data is critical for compliance and facilitates post-incident analysis, allowing schools to adjust their safety plans to improve their effectiveness.

Strategic Integrations Maximize Your Existing Safety Investments

We specifically designed our Safety Platform to coordinate with your current safety technology and assets to empower the fastest response to emergencies.

By connecting to our platform, you can automate communication with our mapping and real-time locating capabilities, interact with alerts, and dispatch emergency response immediately as an additional layer to your existing safety infrastructure. CENTEGIX Safety platform integrates with your district's multi-layered safety

plan, including intercom systems, radio systems, access control, mass c o m m u n i c a t i o n systems, video cameras, student information systems, and local 911 providers.



CENTEGIX is the industry leader of wearable safety technology for K-12 education with over 600,000 badges in use. Leaders in over 11,500 locations nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).



Wearable Mobile Panic Button for Rapid Incident Response.

Push Button. Help Comes.®



CENTEGIX™ exists to innovate technology to save and enrich lives in the K-12 environment. Our motto, "Every Second Matters," echoes Lori Alhadeff's powerful mantra, "Time equals life," inspired by her work to promote Alyssa's Law.

Since the launch of CrisisAlert, we have been singularly driven to develop a solution that stands up to the rigors and limitations of real-world emergencies while minimizing the time and fine motor skills required to initiate and respond to whatever crisis arises.

Our CrisisAlert badge is the fastest and easiest way for teachers and staff to immediately get help, anywhere on campus.

Here's what makes CrisisAlert the easiest, most effective rapid incident response solution for the entire education industry.

















"We call it a force multiplier: putting this technology in the hands of more than 25,000 sets of eyes to help keep campuses safe."

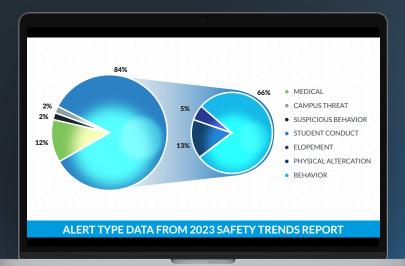
Chief John Newman

Director of Safety and Security Hillsborough County Public Schools, FL



CrisisAlert is used for everyday and extreme emergencies

The CrisisAlert platform has directly delivered over 100,000 alerts in the 2022-2023 school year. In the 2023 Spring Term, staff alerts, used for everyday emergencies such as medical and behavior incidents, represent just over 98% of all alerts, a trend we've seen since Fall 2020. As in previous semesters, campus-wide emergencies such as weather incidents and lockdowns continue to represent a very small percentage of CrisisAlert usage—only 2%.



Visit centegix.com/2023-spring-term-school-safety-trends-report/to view the full CENTEGIX Safety Trends Report.

"It is very convenient and immediately alerts necessary parties as opposed to relying on a daisy chain of communication links that can be timely and ineffective."

Florida High School Teacher

"When support is needed in an emergency situation, you are skipping the middle man by requesting help from the team you need."

Florida High School Teacher

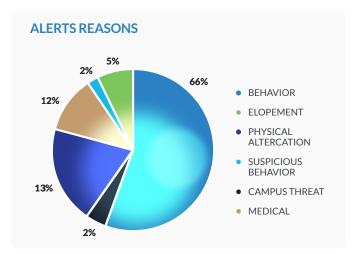
"Responses are almost immediate, and there is a high level of safety now knowing help is right at our fingertips."

Michelle Mccord

Superintendent, Frenship Independent School District, TX

Sample CrisisAlert Dashboard





The CrisisAlert dashboard equips district administration with actionable data to understand how to support their schools.

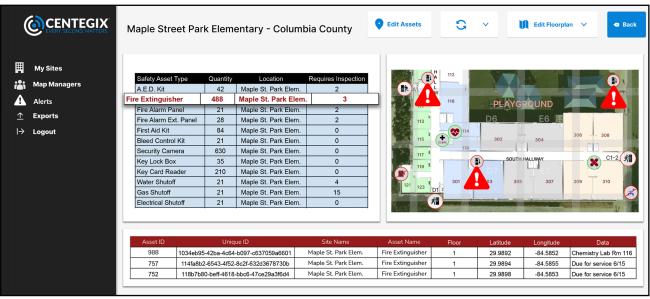




Update, Layer and Share Digital Campus Maps Across Departments

Use dynamic mapping capabilities to improve safety planning, incident response, situational awareness, and communication. Maps are easy to edit and update. IT, Facilities and Safety/Security teams can define and customize map layers while collaborating across departments and with first responders.







Precision GPS/GIS Location of Critical Safety Assets, Visually Mapped and Response-Ready

An emergency response often relies on critical safety assets. Knowing precisely where assets are located, that they've been properly maintained and are fully functional, is vital to managing through the crisis. Safety Blueprint eliminates your reliance on disparate spreadsheets and questionable version control.

Safety Asset Management Taken to the Next Level

Visualize all of the data relevant to your safety assets from one source. Run inventory counts, review inspection dates, and plan efficient routes—based on the precise physical location of assets—to address any maintenance required.



BE ALIGNED & PREPARED WITH CENTEGIX SAFETY BI UEPRINT™

Safety and Facilities have a comprehensive view of their resources like utility shutoff locations, campus security resources, IT resources, evacuation points and other user-defined information. Designated safety and facility users can add or update safety information as the facility's structures and assets evolve.

Emergency Planners can define zones, update room names and numbers, evacuation routes, evacuation and reunification staging areas and shelter operations by color shades on the map. **Security Planners** can create scenarios where they add assets, add pictures and information about existing assets, to support improvement requests to decision makers regarding needed additional security measures.

First Responders have immediate access to relevant campus information that allows for faster, more effective response. Information such as locations of utility shutoff locations, AEDs, fire suppression equipment, alarm panels and cameras are all readily displayed for enhanced situational awareness.



CAD IN THE CLOUD

- Make architectural changes to structures with a scaled drawing
- Add assets of all types to the maps at any time
- Share and adjust maps prior to publishing
- Version control enables maps to be rolled back



MULTIPLE LAYERS BUILT ON MAP FOUNDATION

- Safety, Security, IT and Facilities each have a custom map layer with their assets
- Add, move, change assets as needed
- Changes to the core architectural map roll forward and are reflected on each layer



ACTIVE DIRECTORY/SINGLE SIGN-ON INTEGRATIONS

Map utilized by multiple applications including

Visitor Management, Safety Planning, Incident Response, and Reunification aligning all stakeholders with the most current information



SINGLE MAP SOURCE FOR ALL APPLICATIONS

- Assign access to maps and editable layers based on user logins
- Use assigned roles to authorize/deauthorize access to maps by external groups like local governments and software companies



PRECISE ASSET & ALERT LOCATION FOR RESPONDERS

- Safety and security map layer provided at no additional cost with CENTEGIX CrisisAlert[™] and CENTEGIX Safety Platform[™]
- **CENTEGIX CrisisAlert™** locating assets included on the safety layer





Safety and Efficiency

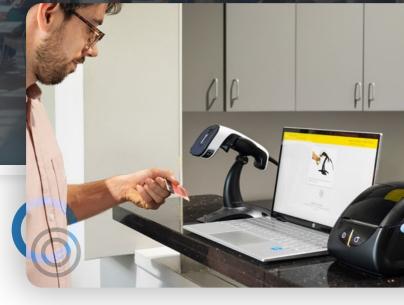
CENTEGIX Visitor Management monitors all of your campus activities for improved safety and efficiency.

CENTEGIX Visitor Management is the trusted solution of thousands of schools for visitor and custody background checks, student tardy and early dismissals, and detailed activity reports. Our integrations and partnerships with leading School Information Systems and background check providers improve CENTEGIX Visitor Management's already impressive safety and time-saving benefits.

Easily Monitor all Activities on Campus

CENTEGIX Visitor Management makes it easy to protect students and staff from unwanted visitors. Before a visitor is allowed entry, CENTEGIX Visitor Management performs a sexual offender background check and cross-checks your custom list of banned individuals when the visitor scans their ID. If a potential match is found, you're notified immediately to review the check-in and presented all the information needed to make an informed decision. CENTEGIX Visitor Management automates the student tardy and early dismissal process, while providing pertinent information on the exception for attendance and validates custody before the student is released. Hall passes are printed instead of written.





You'll have peace of mind knowing that students are safe thanks to automatic custody issue monitoring when an individual signs a student out for the day. Accurate reporting from CENTEGIX Visitor Management for student attendance helps you monitor truancy and easily export your data for state reporting.

Integrates with your Student and Volunteer Information Systems

Many districts use CENTEGIX Visitor Management for recording volunteer and staff hours and emergency reunification. We've partnered with industry leaders such as PowerSchool SIS, ClassLink, and Sterling Volunteers to create greater efficiencies and elevate security practices to the next level. These integrations automate even more of your daily tasks, and save thousands of hours, by syncing student attendance records in your School Information System, automating the volunteer application process, and syncing students, approved contacts, and volunteers to CENTEGIX Visitor Management.

Looking for additional features?

Our Enhanced Visitor Management system lets you easily check in, authenticate, and locate visitors in real-time, giving you confidence and peace of mind that only permitted, verified visitors are on your campus at all times, and our dashboard gives you full visibility and analysis into all visitor and volunteer activities, both historically and currently, down to the minute.



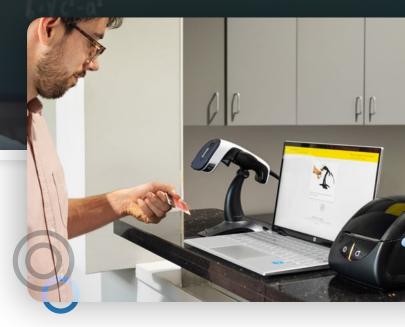
CENTEGIX Enhanced Visitor Management

Take campus visitor management to the next level with real-time visitor locating.



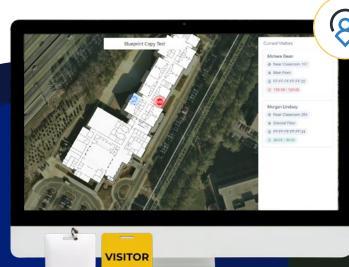
Schools benefit from using CENTEGIX Visitor Management by screening visitors before they enter campus to prevent unwanted visitors, monitoring student attendance, recording staff and volunteer hours, and improving their volunteer registration and emergency reunification processes. We've innovated visitor management to provide an unrivaled safety solution.

CENTEGIX Enhanced Visitor Management is unique in its ability to provide school leaders and staff with accurate location information for individuals on school grounds. This capability holds your visitors, volunteers, and vendors accountable for the time they spend on campus. With accurate locating down to the floor level and room, your staff will know if a visitor enters restricted areas, empowering them to act quickly and prevent incidents from occurring. Detailed reporting of a visitor's check-in information and campus location history enables you to make informed decisions on visitor policies, vendor billing, and approved volunteer and visitor lists.



The Visibility to Know Innovating Visitor Management Your Campus Visitors are Where They're Supposed to be

- Monitor where your Visitors are on your campus, in real-time
- Integrate with your Student Information System
- Screen all visitors for sex offender alerts, custody issues and banned individuals
- Automatically send security alerts to your SROs and Staff
- Alert staff when a person from your Banned Individuals List attempts to gain visitor access



"With 65% of our population being transient, we can't know everyone. CENTEGIX Enhanced Visitor Management helps us quickly identify visitors and know where they are, even if we don't know them personally, and that is a huge relief for our staff.

Before the visitor management system and visitor badges, there were no check-ins. We didn't know if they actually came to campus, or if they did, when and where they went. Now, they have to come into the front office, check-in and we can see where they are and have been, which has offered unexpected upside."

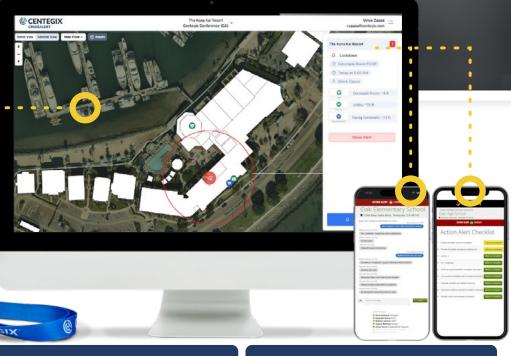
Kristie Brooks

Superintendent, Chattahoochee County Schools, GA



Accelerate Response

to Save Time in Emergencies



CRISISALERT BADGE ACTIVATES ALERT

- 3 clicks Staff Alert "I need help"
- 8 clicks Campus Alert "Lockdown"

ONSITE & EXTERNAL NOTIFICATIONS

- Precise mapping of alert location
- Responder desktop and mobile notification
- Strobe light activation
- Pre-scripted intercom announcements
- Desktop computer screen takeovers with protocol instructions
- Direct 911 emergency notification (if applicable)
- Extend notifications to all community stakeholders

ALERT TRIGGERS CATAPULTEMS

- Automatically activate two-way communications with Site Safety Team and Law enforcement.
- Instantly access emergency procedures for specific people exactly when they need it.
- Immediately deliver incident details for situational awareness (exact incident location, emergency asset location)
- Account for staff and students
- Post-event documentation for analysis

Key Elements of an Emergency Response & Communication Plan

(



Panic Button Solutions



Alerts & Notifications



Dynamic Mapping



Emergency Management



Visitor Management



Reunification

Standard Terms and Conditions

These Standard Terms and Conditions (the "Standard Terms") govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX ("CENTEGIX") with respect to the CENTEGIX Safety PlatformTM or CrisisAlertTM Platform and any other products and services acquired from CENTEGIX as set forth on the applicable Order (collectively, the "Service"). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned in Section 12 below.

1. Subscription Terms.

- 1.1 CENTEGIX will provide the Service for the term specified in the Order Acknowledgement (the "Initial Term"). Customer has the right to access and use the Service during the Term pursuant to these Standard Terms. The fee for the Service (the "Service Fee") is specified in the applicable Order Acknowledgement.
- 1.2 Customer is not acquiring any right or interest in the Service or any of the tangible components delivered to Customer as part of and solely for use with the Service and listed on the applicable Order Acknowledgement (the "Equipment") other than the right to access and use the Service and the Equipment during the Term subject to these Standard Terms. CENTEGIX reserves all rights not expressly granted to Customer in these Standard Terms and retains all right, title and interest (including all intellectual property rights) in and to the Service and the Equipment (other than the Accessories) under all applicable laws of the United States and any other applicable state, federal, or foreign law. For purposes of these Standard Terms, all references to the Service include the Equipment unless otherwise expressly stated in these Standard Terms.
- 1.3 Except as expressly permitted by these Standard Terms, Customer will not: (A) sublicense, transfer, or otherwise assign its rights, in whole or in part, in or to the Service to any third-party nor allow any third-party to access or use the Service; (B) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the Service to develop any other device or program or for any other reason; or (C) copy the software portions of the Service, in whole or in part, without the prior written consent of CENTEGIX. Customer must retain all logos, legends, and notices relating to CENTEGIX ownership of the Service and the Equipment and the intellectual property rights of CENTEGIX therein.
- 1.4 CENTEGIX warrants that the Service will conform to the description of the Service in the Documentation. Except as a provided in the preceding sentence, CENTEGIX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

2. Provisions Specific to the Equipment.

- **2.1** Customer acknowledges that CENTEGIX owns the Equipment, and that the Equipment is specially programmed for Customer and the Site at which the Equipment is initially installed.
- 2.2 Customer acknowledges title to and risk of loss with respect to the Accessories passes to Customer on delivery to Customer. The Accessories are provided 'as-is' and Customer is responsible for all replacement and maintenance of the Accessories at all times.
- **2.3** In connection with the use of the Equipment, from time-to-time CENTEGIX will require Customer to take certain actions (e.g., reboot a component) for purposes of the continued operation of the Service and Customer will promptly comply with such directions. CENTGIX is responsible for the continued operation of the Equipment except to the extent the Equipment is damaged as a result of the acts or omissions of Customer or its employees or agents.
- 2.4 Upon the expiration of the Term or other earlier termination of the Service, (A) the Equipment will be inoperable; and (B) Customer must decommission the Equipment and return the Equipment to CENTEGIX or an authorized recycler. Customer must return all Equipment in the same condition as when such Equipment was provided to Customer, normal wear and tear excepted. Customer shall delete the Software from all Electronic Devices and media on which the Software is then resident. Within thirty (30) days following termination of the applicable Order Acknowledgement, Customer shall certify to CENTEGIX in writing that it has complied with the preceding sentence. CENTEGIX will assist Customer in the decommissioning of the Equipment upon mutually agreed terms. In no event shall Customer resell or transfer the Equipment to a third party.

3. Installation, Implementation, and Other Professional Services.

3.1 Generally. If specified on the applicable Order Acknowledgement, CENTEGIX will perform installation

services and implementation services at each Site, for the fees stated in the applicable Order Acknowledgement (the "Installation Fee" and the "Implementation Fee" and a shipping fee, respectively). CENTEGIX warrants that such Installation, Implementation, and other professional services (collectively, the "Professional Services") shall be performed in a workmanlike, professional manner by qualified personnel.

- 3.2 Customer Point of Contact. Customer shall designate one or two individuals as the representatives of Customer (the "Customer Representatives"), whose names are set forth on each Order, and who shall be authorized to make decisions, approve plans, grant requests on behalf of Customer, and receive notices from CENTEGIX. Customer hereby authorizes CENTEGIX to rely on all communications from and decisions of the Customer Representatives.
- 3.3 Configuration Information. The Customer Representatives shall promptly complete the required information (the "Install Sheets") for each Site, assist CENTEGIX in scheduling Installation at each Site, and perform the other obligations of Customer as outlined in the Order Acknowledgement. Customer acknowledges and agrees that the schedule for Installation and Implementation as mutually agreed by the Customer Representatives and CENTEGIX is dependent upon the prompt and accurate completion of Install Sheets and the other obligations of Customer as outlined in the Order Acknowledgement. Customer is responsible for any out-of-pocket costs incurred by CENTEGIX as a result of delays in the timely and accurate performance of Customer Responsibilities outlined in the Order Acknowledgment and these Standard Terms.

4. Customer Data.

- **4.1** Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the data, information, and/or material that Customer submits to the Service in the course of using the Service ("Customer Data").
- 4.2 Customer hereby grants CENTEGIX an irrevocable, perpetual, worldwide license to: (A) use Customer Data to provide the Service during the Term, and (B) process Customer Data to create a deidentified subset of Customer Data (the "CENTEGIX Compiled Data"). Customer acknowledges and agrees that: (x) CENTEGIX owns the CENTEGIX Compiled Data and all intellectual property rights in and to the CENTEGIX Compiled Data, and (y) that CENTEGIX is free to use CENTEGIX Compiled data for any lawful purpose including without limitation creation of statistical analysis, trend analysis, creation of data models, and creation of statistical rules, for resale. CENTEGIX does not own or have any right to use the Customer Data except as described in these Standard Terms.
- **4.3** CENTEGIX shall use commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage, or destruction of the Customer Data. Customer is responsible for maintaining current backups of all Customer Data and securing Customer Data stored and processed at the Sites.

5. FEES AND PAYMENT

- **5.1 Invoicing**. The applicable fees will be invoiced in accordance with the terms set forth in the applicable Order Acknowledgement. For any Renewal Term, the Service Fee will be invoiced on each anniversary of the Anniversary Date. In the event of pre-payment, invoicing will be adjusted to reflect prepayments of the Service Fee.
- 5.2 Payment Terms. Unless otherwise provided in the applicable Order Acknowledgement, all amounts are billed in US Dollars. Invoices are payable in full without deduction or setoff, in US Dollars on net 30 day terms or such later date as may be specified in the Order Acknowledgement (the "Due Date"). Interest shall accrue from the Due Date on all undisputed amounts unpaid more than 30 days after the Due Date at the rate of one percent (1%) per month. Customer may withhold payment of amounts disputed in good faith so long as Customer notifies CENTEGIX of all disputed amounts included in any invoice prior to the applicable Due Date, identifying in reasonable detail the nature and amount of any such dispute. The parties will use commercially reasonable efforts to promptly resolve any such disputes.
- 5.3 Taxes. If applicable, Customer is responsible for, and must pay, any and all federal, state, or local taxes (other than taxes based on CENTEGIX's income), including sales and/or use taxes imposed in connection with the use of the Service and the Professional Services. CENTEGIX will not invoice Customer, and Customer will not pay, for sales, use, or excise taxes if Customer provides CENTEGIX with certificates or other evidence supporting the applicable tax exemptions. Customer will promptly reimburse CENTEGIX for the amount of any taxes that CENTEGIX is required to pay as a result of Customer's failure to pay such amount.
- **5.4 Prevailing Wages.** For any work performed under this contract that is subject to prevailing wage laws, the contractor shall pay its employees the prevailing wage rates as determined by the applicable laws and regulations. The cost of the prevailing wage, including any additional benefits and contributions required by law, shall be passed through to the customer and included in the contract price.

- (i) Both parties acknowledge and agree that compliance with prevailing wage laws is a shared responsibility and shall be carried out in accordance with the applicable laws, regulations, and guidelines. The contractor shall maintain accurate records of wages paid and provide necessary documentation to demonstrate compliance with prevailing wage requirements. In the event of any changes or updates to the prevailing wage rates during the term of this contract, the contractor and the customer shall mutually agree on any necessary adjustments to the contract price to reflect the updated prevailing wage rates.
- 5.5 Performance Bond (or any other bond thereof). In the event that a performance bond is required for this contract, the cost of the performance bond shall be passed through to the customer and included in the contract price. The contractor shall provide the necessary documentation and proof of the performance bond to the customer upon request.
- (i) Any costs associated with obtaining the performance bond, including premiums or fees, shall be the responsibility of the customer. The contractor shall provide a detailed breakdown of the performance bond costs upon request.

6. INDEMNIFICATION

- **6.1 By Centegix**. CENTEGIX shall indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (collectively, the "Customer Indemnitees") against any losses, liabilities, damages, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to any third party claim that is based upon or alleges that the use of the Service as permitted under these Standard Terms infringes any patent, or a copyright, trade secret, trademark or other proprietary right of a third party (an "IP Claim").CENTI
- **6.2 By Customer**. If and to the extent permitted by applicable law, Customer shall indemnify, defend, and hold harmless CENTEGIX and its Affiliates, and its and their respective directors, managers, officers, employees, members, and shareholders (collectively, the "CENTEGIX Indemnitees") from and against all Losses arising out of or related to any third party claim that is based upon or alleges personal injury or property damage in any way related to Customer's use of, or the failure of, the Service (a "Customer Indemnifiable Claim").
- **6.3** Indemnification Definitions. "Claim" means, as applicable, any IP Claim and any Customer Indemnifiable Claim. "Indemnitor" means a party that is required to provide indemnification pursuant to these Standard Terms. "Indemnitee" means a party seeking indemnification pursuant to these Standard Terms and includes Customer Indemnitees and CENTEGIX Indemnitees.
- 6.4 Procedures for Claims. Indemnitee agrees to give Indemnitor prompt written notice of any Claim for which Indemnitee seeks indemnification, provided however, any failure by Indemnitee to timely provide such notice will not relieve Indemnitor of its indemnification obligations except to the extent Indemnitor can demonstrate actual prejudice as a result of such failure. Within thirty (30) days after receiving Indemnitee's notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Indemnitor will notify Indemnitee in writing acknowledging its indemnification obligation and assuming control of the defense and settlement of the Claim (a "Notice of Election"). If Indemnitor delivers a timely Notice of Election to Indemnitee, Indemnitor shall have sole control over the defense and settlement of the Claim. Indemnitee shall cooperate with Indemnitor in the defense of the Claim. Indemnitee will have the right to participate with Indemnitor in the defense or appeal of any Claim, at Indemnitee's option and at Indemnitee's own expense (such expense not being indemnified by Indemnitor), but Indemnitor will have sole control and authority with respect to any such defense, compromise, settlement, appeal, or similar action, provided that Indemnitor obtains Indemnitee's prior written consent to any settlement that requires Indemnitee to make any admission of fault or pay any amounts in connection with such settlement. If Indemnitor does not deliver a timely Notice of Election or does not conduct the defense of a Claim after delivering a timely Notice of Election, Indemnitee may defend and/or settle the Claim in such manner as it may deem appropriate, at the cost and expense of Indemnitor, including payment of any settlement, judgment or award and the costs of defending or settling the Claim. Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred as a result of or in connection with the applicable Claim.
- 6.5 IP Claims. In the event of an IP Claim, in addition to its obligations as the Indemnitor, CENTEGIX may, at CENTEGIX's option, (i) modify or replace the Service so that it performs comparable functions without infringement; or (ii) obtain a royalty-free license for Customer to use the Service. If neither alternative (i) or (ii) is available to CENTEGIX on commercially reasonable terms, CENTEGIX may terminate all Orders upon a refund to Customer of an amount equal to the Service Fee paid for the unexpired portion of the then current Term. THIS SECTION 6.5 STATES CENTEGIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

7. INSURANCE

CENTEGIX will maintain in full force and effect: (a) Commercial general liability insurance, with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) general aggregate for bodily injury

and property damage; (b) Errors and Omissions liability insurance with limits of at least One Million Dollars (\$1,000,000) per claim; and (c) workers' compensation and Employer's liability coverage as required under applicable state law.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN ANY WAY RELATED TO THESE STANDARD TERMS, THE PERFORMANCE OF ANY SERVICES PURSUANT TO THESE STANDARD TERMS, OR USE OF THE EQUIPMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

- 8.1 CENTEGIX SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, LIABILITIES, DAMAGES OR LOSSES RELATED TO OR ASSOCIATED WITH THE PERSONAL INJURY, DEATH, OR REAL OR PERSONAL PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY EMERGENCY SITUATION OR ANY OTHER USE OF THE SERVICE WHETHER IN TORT, CONTRACT, ARISING FROM A COURSE OF CONDUCT, USAGE IN TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES CHARGED FOR THE SERVICE ARE ESTABLISHED AS A RESULT OF THE ALLOCATIONS OF RISK AND RESPONSIBILITY DESCRIBED IN THIS SECTION (LIMITATION OF LIABILITY) AND THAT CENTEGIX WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT CUSTOMER'S AGREEMENT TO THE ALLOCATION OF RISK AND RESPONSIBILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY).
- 8.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CENTEGIX FOR ANY CLAIM, LOSS, OR DAMAGE IN CONNECTION WITH THESE STANDARD TERMS OR CUSTOMER'S USE OF THE SERVICE EXCEED THE AMOUNT PAID TO CENTEGIX PURSUANT TO AN ORDER ACKNOWLEDGEMENT FOR THE PARTICULAR SERVICE WHICH GAVE RISE TO THE CLAIM DURING THE SIX MONTH PERIOD ENDED ON THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATIONS OF CENTEGIX IN SECTION 6.1 (INDEMNIFICATION).
- **8.3** THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE STANDARD TERMS AND CONDITIONS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. Confidentiality

- 9.1 Confidential Information. Except as may be provided by state or federal law, including open records requests made pursuant to the open records law of the jurisdiction of Customer, and requests made pursuant to the Freedom of Information Act (FOIA) (U.S.C. §522 et seq.), each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other party (the "Disclosing Party") during the Term and for a period of 7 years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it will obtain a written confidentiality agreement from each third party (consultant or any other person) not governed by these Standard Terms who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will not:
 - (i) use the Disclosing Party's Confidential Information for any purpose beyond the scope of these Standard Terms;
 - (ii) Copy any part of the Disclosing Party's Confidential Information or disclose any part of the Disclosing Party's Confidential Information to any person other than Recipient's employees or consultants who need the Disclosing Party's Confidential Information to perform their duties;
 - (iii) Authorize or permit any such employee or consultant to use or disclose any part of the Disclosing Party's Confidential Information in violation of these Standard Terms;
 - (iv) Reverse engineer, de-compile, or disassemble any of the Disclosing Party's Confidential Information nor use any of the Disclosing Party's Confidential Information for the purpose of reverse engineering, de-compiling, or disassembling the Software; or

- (v) Produce any product nor offer any service of any nature whatsoever based in whole or in part on the Disclosing Party's Confidential Information nor cause or assist any other Person in doing so.
- **9.2 Exclusions**. The Recipient's obligations under these Standard Terms will not apply to any portion of the Disclosing Party's Confidential Information that:
- (i) At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Standard Terms
- (ii)
- (iii) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;
- (iv) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party;
- (v) Recipient subsequently independently develops without any use of or reference to the Disclosing Party's Confidential Information; or
- (vi) Becomes a part of CENTEGIX Compiled Data.
- 9.3 Disclosure Pursuant to Legal Process. If Recipient is legally compelled (including pursuant to open records requests and FOIA requests) to disclose any portion of the Disclosing Party's Confidential Information, Subject to the time constraints of open records requests and FOIA requests, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Disclosing Party's Confidential Information that must be disclosed. Recipient will disclose only that portion of the Disclosing Party's Confidential Information that is legally required to be disclosed.
- **9.4 Enforcement**. Recipient acknowledges that Disclosing Party may have no adequate remedy at law should Recipient breach its obligations under this Section 7 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 8 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under these Standard Terms will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of these Standard Terms.
- 9.5 Return or Destruction of Confidential Information. Upon request by the Disclosing Party, the Recipient will destroy the Disclosing Party's Confidential Information, including all copies of the Disclosing Party's Confidential Information, and all abstracts, summaries or documents produced using the Disclosing Party's Confidential Information and, upon request, will certify to the Disclosing Party in writing that all copies, abstracts, summaries, and documents have been destroyed. Notwithstanding any provision of these Standard Terms to the contrary, no provision of these Standard Terms shall require the destruction of (i) Confidential Information required to be retained by the Recipient's document retention policy and (ii) copies of any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures which cannot reasonably be deleted.

10. TERM; TERMINATION

- **10.1 Term**. Customer may use the Service during the Initial Term. Customer may renew the right to use the Service by paying a renewal invoice or by submitting an Order for a renewal term (each, a "**Renewal Term**," and, with the Initial Term, the "**Term**"). Customer acknowledges that failure to renew the applicable Term will terminate Customer's access to and use of the Service.
- **10.2 Termination**. Each of CENTEGIX and Customer has the right to terminate these Standard Terms, the affected Order Acknowledgement(s) and the Service if the other party breaches or is in default of any material obligation under these Standard Terms, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt from the other party of written notice of the breach or default.
- **10.3 Effect of Termination**. Within thirty (30) days of the termination of an Order Acknowledgement for any reason, the affected Sites will be decommissioned and CENTEGIX will cease provision of the Service. Upon termination, Customer will use reasonable efforts to notify all users of the Service that the Service have been terminated. Except as expressly set forth in these Standard Terms, amounts paid to CENTEGIX for Equipment, Service, and Professional Services are non-refundable.
 - **10.4** Auto-Renewal. This agreement shall automatically renew for successive renewal terms of one year

unless either party provides written notice of termination to the other party at least 30 (thirty) days prior to the expiration of the then-current term. The terms and conditions of this agreement shall remain in full force and effect during each renewal term.

- (i) In the event that either party wishes to terminate this agreement, written notice must be provided to the other party within the specified time frame. Failure to provide such notice shall result in the automatic renewal of this agreement for the specified number of renewal terms.
- During each renewal term, the terms and conditions stated in this agreement shall continue to apply, unless otherwise agreed upon by both parties in writing. This includes any obligations, responsibilities, and rights outlined in the original agreement.

11. GENERAL.

- 11.1 Independent Contractor. The parties are and shall be independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, employee, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority.
- 11.2 Limitations. The Safety Platform including CRISIS ALERT System is not a life-saving system, and no part of the Safety Platform including CRISIS ALERT System is a life safety device. The Safety Platform including CRISIS ALERT System is a communications system designed to allow Customer personnel to signal an alert if there is an emergency at a Site or provide other safety and security functions. Emergencies and the resulting confusion, errors in judgment, interruption of power and communications, and other issues surrounding emergencies may result in the failure of systems or in inappropriate or less than optimal actions or inactions by persons reacting or responding to emergencies. The Safety Platform including CRISIS ALERT System may not be operational or work properly as a result of environmental factors and weather conditions beyond human control, unmaintained, stolen, or damaged equipment, the failure of the internet and other communications systems, or the failure of electrical grid, therefore CENTEGIX does not represent, warrant, or guarantee that the Safety Platform including CRISIS ALERT System will be operational or work properly if or when an emergency occurs.
- 11.3 Assignment. Neither Party has the right to assign or transfer its rights and obligations under these Standard Terms without prior written approval of the other and any attempted assignment shall be void, except that either Party may assign these Standard Terms to an Affiliate of such Party or to any successor to all or substantially all of such Party's business and assets upon written notice to the other Party.
- 11.4 Force Majeure. Neither Party shall be in default by reason of any failure in performance of these Standard Terms if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. A force majeure event shall not excuse performing duties that are unrelated to the force majeure event, including, without limitation, discharging financial obligations.
- 11.5 No Waiver. Any failure by either Party to detect, protest, or remedy any breach of these Standard Terms shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.
- 11.6 Notices. All notices, communications, and deliveries under these Standard Terms (other than routine support calls) must be made in writing, signed by the Party making the same, must specify the Section under these Standard Terms pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the "Address for Notices" on the signature page to these Standard Terms.
- 11.7 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Standard Terms will continue in full force and effect.

11.8 Governing Law.

(i) These Standard Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions thereof. The Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to

these Standard Terms.

- (ii) No actions, regardless of the form, arising out of these Standard Terms may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions.
- (iii) Any dispute, controversy, or claim arising out of, in connection with, or relating to, these Standard Terms, the breach or alleged breach these Standard Terms, or the termination, enforcement, interpretation, or validity of these Standard Terms, including extra-contractual claims and any determination of the scope or applicability of this provision to arbitrate, shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, *provided* that each Party shall pay for and bear the cost of its own experts, evidence, and counsel's fees, and *provided further*, that in the discretion of the arbitrator, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing party. This clause shall not preclude Parties from seeking provisional remedies for breach of intellectual property rights pending the conclusion of arbitration.

11.9 Entire Agreement.

These Standard Terms together with the applicable Order constitutes the complete and entire understanding between the parties with respect to the Service and supersede all previous written or oral agreements, proposals, RFP's, RFP responses, and representations. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of these Standard Terms shall alter or amend any provision of these Standard Terms or otherwise control, unless the parties both specify in writing that such terms or conditions shall control. Additionally, the parties acknowledge that there are no contemporaneous agreements, side-letters, or oral or other arrangements that contradict, alter, or modify any of these Standard Terms. Customer acknowledges and agrees that Customer has not relied on the potential availability of any future product, functionality, or feature, or any statement or representation by CENTEGIX or its employees concerning the potential availability of any future product, functionality, or feature, in placing Orders. These Standard Terms may be modified only in a writing which expressly references these Standard Terms and is executed by both of the Parties to these Standard Terms. These Standard Terms may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. These Standard Terms has been accepted by CENTEGIX in Atlanta, GA

- 11.10 Interpretation. The following rules of interpretation must be applied in interpreting these Standard Terms:
- (i) This section and subsection headings used in these Standard Terms are for reference and convenience only, and will not enter into the interpretation of these Standard Terms, (b) all references to Sections and Exhibits are to the Sections in these Standard Terms and Exhibits to these Standard Terms, as the case may be, (c) the provisions of the Exhibits are incorporated in these Standard Terms, and (d) as used in these Standard Terms, the term "including" will always be deemed to mean "including without limitation."

12. Definitions

The following capitalized terms are used in these Standard Terms with the meanings thereafter ascribed.

- "Accessory" means the items identified as such on the applicable Order which are provided to enhance the functionality of the Safety platform functionalities.
- "Affiliate" means any entity directly or indirectly controlling, controlled by, or under common control with Customer, where "control" means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.
 - "Anniversary Date" means 120 days after the earlier of the PO Date (if applicable) or signed Order Acknowledgement.
- "Confidential Information" means all business or technical information of the Disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. The Service constitute Confidential Information of CENTEGIX and its licensors.

- "Contractor" means an independent contractor performing services for Customer or an Affiliate.
- "Customer" means the person or entity that issued an Order the receipt of which by CENTEGIX has been acknowledged by an Order Acknowledgement of Centegix.
- **"Documentation"** means the on-line information and materials, relating to the use of the Service and the Equipment made available to Customer in connection with the license of the Software.
 - "Electronic Device" means each computer or other device into which the Software is downloaded and/or installed.
 - "Equipment" has the meaning assigned in Section 1.2 of these Standard Terms.
 - "Implementation" means the services performed by CENTEGIX for Software configuration, the loading of a standard set of ITprotocols, and training.
 - "Initial Term" has the meaning assigned in Section 1.1 of these Standard Terms.
 - "Installation" means placement and configuration of Equipment at the Site.
 - "Order" means the Order Acknowledgement and Customer's Purchase Order identified in an Order Acknowledgement.
 - "Order Detail Attachment" means *Exhibit A* to the Order Acknowledgement which lists Equipment provided to Customer.
 - "Party" means CENTEGIX or Customer, individually, and "Parties" means CENTEGIX and Customer, collectively.
 - "Person" means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.
 - "Professional Services" has the meaning assigned in Section 3.1 of these Standard Terms.
 - "Site" means each physical location specified by Customer prior to the commencement of Installation at which Equipment will be placed and the Service will be used.
 - **"Special Terms"** means the terms and provisions on *Exhibit B* to an Order Acknowledgement, if an *Exhibit B* initialed by CENTEGIX is attached to an Order Acknowledgement, which supplement or modify these Terms and Conditions.
 - **"Software"** means the executable software used for the CENTEGIX mobile app, the CENTEGIX background Device crisis app, and the Safety Platform including CrisisAlert Platform.



Part E – Signature Forms AEPA 025-E Security Solutions

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Complete all forms and sign when required.
- 3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E Signature Forms Name of Responding Company" (i.e. one PDF document for all signature forms).
- 4. Submit Part E, along with other required documents in Bonfire.

The following sections will need to be completed prior to submission as <u>one (1), single PDF</u> titled "Part E – Signature Forms – Name of Responding Company".

<u>Uniform Guidance "EDGAR" Certification Form</u> - *signature required <u>Solicitation Affidavit</u> - *signature required <u>Acceptance of Solicitation & Contract</u> - *signature required

^{*}Note, a solicitation checklist has been provided to review with your submission.

Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

Due Date: 9/17/24 at 1:30 p.m. ET

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By <u>initialing the table</u> (1-13) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	X	8 M
2. Termination for Cause of Convenience	Х	8 M
3. Equal Employment Opportunity	Х	8 B
4. Davis-Bacon Act	Х	8 M
5. Contract Work Hours and Safety Standards Act	X	8 13
6. Right to Inventions Made Under a Contract or Agreement	X	8/1
7. Clean Air Act and Federal Water Pollution Control Act	X	8 B
8. Debarment and Suspension	Х	J. M.
9. Byrd Anti-Lobbying Amendment	X	8 M
10. Procurement of Recovered Materials	X	g. A.
11. Profit as a Separate Element of Price	X	8 M
12. General Compliance with Participating Agencies	Х	8 M
13. Governing Law; Forum Selection.	X	8 M

34ED LLC, dba CENTEGIX
Name of Business
J-A-J-
Signature of Authorized Representative
Jason McCarthy, CFO
Printed Name
9/16/2024
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Jason McCarthy	2120 Powers Ferry Rd, Suite 110	
Authorized Representative (Please print or type)	Mailing Address	
CFO	Atlanta, GA 30339	
Title (Please print or type)	City, State, Zip	
AB C		
<i>Y 'Y</i>	9/16/2024	
Signature of Authorized Representative	Date	



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	34ED LLC, dba CENTEGIX	Date	9/16/2024
Address	2120 Powers Ferry Rd, Suite 110	City, State Zip	Atlanta, GA 30339
Contact Person	Jason McCarthy	Title	CFO
Authorized Signature	<u>Jaf</u>	Title	CFO
Email	jmccarthy@centegix.com	Phone	800-950-9202

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency				
Authorized Representative				
Awarded this	day of		Contract Number	
Contract to commence				
(Member Agency to select)		3/1/2025	Or	

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their <u>specified/required format</u>, by the due date and time listed for this solicitation. <u>Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.</u> Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"X"	Document Title, Uploaded to Bonfire (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire - Name of Responding Company Includes:	Single, Scanned PDF	Required.
	 Company Information Service Questionnaire Exceptions Deviations 		
	Part E - Signature Forms - Name of Responding Company Includes: • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract	Single, Scanned PDF	Required. Signatures required.
	Part F - Pricing Schedule - Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog - Name of Responding Company	Upload PDF	Required.
	Exhibit A - Marketing Plan - Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created