

Blue Line Security Solutions LLC
1564 Fencorp Dr. Fenton, MO 12345
MASTER AGREEMENT
COVER PAGE

The attached documents describe the relationship between Blue Line Security Solutions LLC ("Blue Line Security Solutions") and the customer identified below ("**Customer**") (each of Blue Line Security Solutions and Customer, a "**Party**"). The documents attached to this Cover Page consist of the document entitled "Terms and Conditions" which describes and sets forth the general legal terms governing the relationship, and certain Addenda and Exhibits attached thereto, if any, which describe and set forth further rights and obligations of the Parties (collectively, the "**Agreement**"). This Agreement shall become effective when this cover page is executed by authorized representatives of both Parties (the "**Effective Date**").

CUSTOMER INFORMATION:

Company Name:	Camdenton School District _____	Principal Contact Person:	Dr. Timothy Hadfield _____
Address:	269 Dare Blvd _____	Title:	_____
	Camdenton, MO 65020 _____	Phone:	_____
	_____	Fax:	_____
	_____	Email Address:	_____
Billing Contact:	Dr. Timothy Hadfield _____		
Title:	_____		
Phone:	_____		
Email Address:	_____		

FOR INTERNAL BLUE LINE SECURITY SOLUTIONS USE ONLY:

Contract #: _____

Term: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

Camdenton School District

X _____

Name (Printed): Dr. Timothy Hadfield

Title: Administrator

Date: February 5, 2016

BLUE LINE SECURITY SOLUTIONS dba/Blue Line Technology

X Joseph Spiess

Name (Printed): Joseph L. Spiess

Title: Senior Partner

Date: Feb. 5, 2016

**BLUE LINE SECURITY SOLUTIONS
MASTER AGREEMENT
TERMS AND CONDITIONS**

1. DEFINITIONS. Certain capitalized terms used in this Agreement, not otherwise defined on the cover page, shall have the meanings set forth below.

1.1 "Access Term" means the period during which the ordered Services are made available to Customer by and through its Administrative User and its Designated Users according to a Statement of Work.

1.2 "Administrative User" means an employee of Customer to whom Customer has assigned a unique identification number for access to the Blue Line Security Solutions Website Portal for Customer's own business purposes.

1.3 "Brand" means any trademarks, service marks, trade names, domain names, logos, business names, product names and slogans, and all registrations and applications for registration thereof owned by or licensed to the respective Party or to which the respective Party has rights.

1.4 "Confidential Information" means, whether written or oral, (i) know-how, business methods, intellectual property, trade secret and any other non-public, confidential or proprietary information of a party and (ii) information that, by the nature of the information or the circumstances surrounding disclosure, ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, Blue Line Security Solutions Analytics and Blue Line Security Solutions Intellectual Property shall be the Confidential Information of Blue Line Security Solutions and the Customer Data shall be the Confidential Information of Customer.

1.5 "Customer's Customer" means any current or former Customer's customer.

1.6 "Designated User(s)" means those Customer's users that are permitted access to the Blue Line Security Solutions Website Portal based upon a unique username and password.

1.7 "Blue Line Security Solutions Analytics" means (i) any data or information collected or compiled by Blue Line Security Solutions under the terms of this Agreement and (ii) the results and data from any manipulation, analysis, calculations, or processing of data or information in accordance with this Agreement, which in each of (i) and (ii) does not include Personally Identifiable Information.

1.8 "Blue Line Security Solutions Content" means any data, results, ideas, plans, sketches, texts, files, links, images, graphics, design, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, including, without limitation, statistics, analyses and forecasts, Blue Line Security Solutions Analytics and any similar information that is either owned, developed or licensed by Blue Line Security Solutions and that Blue Line Security Solutions makes available through the Services.

1.9 "Blue Line Security Solutions Intellectual Property" means: (i) any proprietary work (including, but not limited to copyrights, patents, patent disclosures, trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names); (ii) any system owned, licensed, or developed by Blue Line Security Solutions, including Blue Line Security Solutions Content and the Website Portal; (iii) any analysis, compilation, aggregation, derivative work or work of authorship created by Blue Line Security Solutions; (iv) data independently developed or created by Blue Line Security Solutions; and (v) data entered by Customer's Customers via the Blue Line Security Solutions Website Portal, so long as such data does not include Personally Identifiable Information.

1.10 "Blue Line Security Solutions Terms of Use" means any applicable Blue Line Security Solutions terms of service (including the Blue Line Security Solutions privacy policy) for the Blue Line Security Solutions Website Portal, which Blue Line Security Solutions may amend from time to time.

1.11 "Blue Line Security Solutions Website Portal" means a web-based feature created and maintained by Blue Line Security Solutions to provide Customers and its Administrative User and Designated Users with information about their energy usage.

1.12 "Personally Identifiable Information" means any individual Customer's Customer name, address, telephone number, e-mail address, account number, Social Security number, credit card number, debit card number, banking information, or other financial information or financial account information regarding a Customer's Customer.

1.13 "Services" means access to the Blue Line Security Solutions Website Portal to the extent such purchased in a Statement of Work.

1.14 "Statement of Work" means a document signed by both Parties identifying Services to be made available by Blue Line Security Solutions pursuant to this Agreement, and set forth under separate cover.

1.15 "Third Party Content" means any data, results, ideas, plans, sketches, texts, files, links, images, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, including, without limitation, statistics, analyses and forecasts, and any similar information that is either (i) received by Blue Line Security Solutions from a third party; or (ii) made available by a third party through the Services.

1.16 "Customer Data" means any data or information supplied by Customer or its Designated Users to Blue Line Security Solutions under this Agreement. Customer Data shall exclude Blue Line Security Solutions Content, Third Party Content and any Blue Line Security Solutions Analytics.

2. STATEMENT OF WORK; ACCESS AND USE

2.1 Statement of Work. The Services and Equipment to be provided by Blue Line Security Solutions under this Agreement shall be set forth in one or more Statements of Work executed by the Parties during the Term. Blue Line Security Solutions shall perform the Services and/or supply the equipment set forth in the Statements of Work in accordance with, and subject to, the terms and conditions herein (including such Statement of Work), and Customer shall make the payments and perform its other obligations as set forth herein (including such Statement of Work). Each Statement of Work shall be attached to this Agreement and incorporated in this Agreement by reference.

2.2 Access to Blue Line Security Solutions Website Portal. Subject to the terms and conditions of this Agreement, Blue Line Security Solutions hereby grants to Customer's Administrative User and Designated User(s) a non-exclusive, non-transferable right to access and to permit access to the Blue Line Security Solutions Website Portal for the sole purpose of viewing the Blue Line Security Solutions Website Portal as it relates to the Customer buildings specified on a Statement of Work. Blue Line Security Solutions may deny access to any Administrative User or Designated Users who have not agreed to comply with the Blue Line Security Solutions Terms of Use or for which Blue Line Security Solutions determines that such denial is in its best interest.

2.3 Access to Customer Data and Individual Analytics. Subject to the terms and conditions herein, Customer grants Blue Line Security Solutions a worldwide, perpetual, fully-paid non-exclusive, non-transferable, royalty-free license to use the Customer Data for the limited purpose of providing the Services and performing Blue Line Security Solution's obligations under this Agreement.

2.4 Usage Restrictions.

(i) Customer shall not and shall cause all Administrative Users and Designated Users not to (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Services is compiled or interpreted; (b) modify the Services, Blue Line Security Solutions

Content, Third Party Content or create any derivative product from any of the foregoing, except with the prior written consent of Blue Line Security Solutions; or (c) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Section 2. Customer shall use and shall cause all Administrative Users and Designated Users to use the Services and all Customer Data solely in compliance with all applicable laws, regulations or rules, including, without limitation, the Blue Line Security Solutions Terms of Use.

(ii) Customer shall be responsible for the security of its Administrative User's and Designated User's accounts and passwords, and shall notify Blue Line Security Solutions immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Customer shall be responsible for the acts or omissions of its Administrative User in connection with the use of, and access to, the Blue Line Security Solutions Website Portal, and any such act or omission which would constitute a breach of this Agreement if undertaken by Customer, shall be deemed to be a breach by Customer hereunder.

2.5 Retained Rights; Ownership.

(i) Subject to the rights granted in this Agreement, Customer retains all right, title and interest in and to the Customer Brand and Customer Data, and Blue Line Security Solutions acknowledges that it neither owns nor acquires any additional rights in and to the Customer Brand or Customer Data not expressly granted by this Agreement.

(ii) Subject to the rights granted in this Agreement and except to the extent set forth in Section 2.4, (a) Blue Line Security Solutions retains all right, title and interest in and to the Services, the Blue Line Security Solutions Content and the Blue Line Security Solutions Intellectual Property, and (b) Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.

3. BLUE LINE SECURITY SOLUTIONS OBLIGATIONS.

3.1 Responsibility for Hosting of Service. As between the Parties, Blue Line Security Solutions shall, at its expense, bear sole responsibility for the design, development, hosting, operation, maintenance and management of the Blue Line Security Solutions Website Portal, including development of its features, functions and technology, and any adaptation or reconfiguration thereof as may be necessary for purposes of providing access to, and use of, the content therein.

3.2 Data Protection. Blue Line Security Solutions shall use commercially reasonable managerial, operational, and technical safeguards designed to preserve the integrity and security of the Customer Data while in its possession and control hereunder. Customer shall have the right, at its expense and during the Term upon thirty days' notice and during Blue Line Security Solution's normal business hours, to conduct an audit of Blue Line Security Solution's compliance of this Section 3.2 as it relates solely to the Customer Data, provided that such audit shall: (i) be conducted by an independent third party approved by Blue Line Security Solutions (such approval not to be unreasonably withheld); and (ii) not unreasonably disrupt Blue Line Security Solution's business or operations. Blue Line Security Solutions shall notify Customer if it knows, or has reason to know, of any breach of this Section 3.2. Blue Line Security Solutions shall receive data security protections similar in scope to those provided in this Agreement from any subcontractor engaged by Blue Line Security Solutions.

3.3 Subcontractors. Blue Line Security Solutions shall be permitted to enter into an arrangement with one or more subcontractors to fulfill any of Blue Line Security Solution's obligations under this Agreement.

3.4 Communication with Administrative Users and Designated Users. As part of the provision of the Services, Blue Line Security Solutions may need to communicate with an Administrative User or Designated Users from time-to-time. Customer hereby grants Blue Line Security Solutions the limited right to communicate with

Administrative Users or Designated Users as may be necessary to provide the Services.

4. CUSTOMER OBLIGATIONS.

4.1 Customer Data. Customer shall provide the Customer Data to Blue Line Security Solutions in the format and at the times specified in the Statement of Work. Customer shall be responsible for, and Blue Line Security Solutions shall not be liable for any breach of this Agreement resulting from the Customer Data, including the delivery, accuracy, completeness and consistency thereof. Customer shall make available in a timely manner at no charge to Blue Line Security Solutions all content, graphic files, Customer Brand information and other information and resources of Customer reasonably required by Blue Line Security Solutions for the performance of its obligations under this Agreement.

4.2 Feedback. Customer shall provide Blue Line Security Solutions with prompt written notification of any ideas, comments or complaints about the Blue Line Security Solutions Website Portal that are made to Customer by an Administrative User or Designated Users, and of any problems with the Services or their use that Customer becomes aware of during the Term.

4.3 Assistance to Blue Line Security Solutions. Customer shall, at its expense, provide reasonable assistance to Blue Line Security Solutions to enable Blue Line Security Solutions to perform its obligations under this Agreement, including, without limitation, any obligations with respect to a Statement of Work.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. Customer shall pay to Blue Line Security Solutions, without offset or deduction, all fees required by each particular Statement of Work or payment schedule. Blue Line Security Solutions shall submit invoices to Customer according to the relevant payment schedules indicated on the applicable Statement of Work, and each invoiced amount will be due and payable within 30 days of the invoice date.

5.2 Taxes. Customer shall be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Blue Line Security Solution's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Customer shall make all required payments to Blue Line Security Solutions free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Blue Line Security Solutions shall be Customer's sole responsibility, and Customer shall, upon Blue Line Security Solutions' request, provide Blue Line Security Solutions with official receipts issued by the appropriate taxing authorities, or such other evidence as Blue Line Security Solutions may reasonably request, to establish that such taxes have been paid.

5.3 Invoice Disputes. If Customer disputes in good faith any portion of an invoice or any other amount due under this Agreement, Customer shall notify Blue Line Security Solutions in writing within 15 days after receipt of the invoice with an explanation of the nature of the dispute. Unless a written notice of a dispute as to invoiced or due amounts is received by Blue Line Security Solutions within such 15-day period, the invoice or amount due shall be deemed correct and payable in full by Customer.

6. CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the Confidential Information of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees (i) to use Confidential Information disclosed by the other Party only as described herein; (ii) to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party. Notwithstanding the above, a Party may disclose the Confidential Information of the other Party to such of its personnel, agents, or consultants, if any, who have a need to have access such information and who have agreed in writing to treat such information as confidential. Each Party shall notify the other Party of any suspected breach of this Section 6.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 6.2 shall not apply to Confidential Information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient as reflected by recipient's records; or (vi) is approved in writing for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information (a) to the limited extent required to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; (b) to the limited extent required to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do; or (c) to its counsel, accountants, financial advisor or other similar representatives and in connection with an actual or proposed merger, acquisition, or initial public offering or similar transaction of such Party, provided that the recipient in such case has agreed in writing to treat such information as confidential.

6.4 Terms of Agreement. Each Party shall be entitled to disclose to third parties the existence of this Agreement, but the terms and conditions of this Agreement (including, without limitation, the fees) shall be the Confidential Information of Blue Line Security Solutions and shall not be disclosed by Customer to any third party; provided, however, that either Party may disclose the terms and conditions of this Agreement to its counsel, accountants, financial advisor or other similar representatives and in connection with an actual or proposed merger, acquisition, or initial public offering or similar transaction of such Party, provided that the recipient in such case has agreed in writing to treat such information as confidential.

6.5 Equitable Relief. In the event of a breach or threatened breach of this Section 6 by either Party, each Party agrees that remedies at law may not be adequate to protect the non-breaching Party and the non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief to enforce the provisions hereof and shall be entitled to recover from reasonable attorneys' fees incurred in connection therewith. Notwithstanding the foregoing, the remedies in Section 6.5 shall not be the exclusive remedies for a breach of this Section 6.

7. REPRESENTATIONS AND WARRANTIES.

7.1 General Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered by the other Party, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 Service Warranty. Blue Line Security Solutions hereby represents and warrants that the Services will conform in all material respects to the service standards set forth in the Statement of Work; provided, however, that Blue Line Security Solutions does not

warrant that the Services will be error free or will operate without interruption. Customer's exclusive remedy for any breach of this Section 7.2 shall be the re-performance of the Services. If Blue Line Security Solutions is unable to re-perform the Services as warranted within 30 days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to Blue Line Security Solutions solely for the deficient Services, subject to Section 8.3.

8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 Third Party Content. Blue Line Security Solutions makes no representations or warranties regarding any Third Party Content made available in, or in connection with, the Services. Blue Line Security Solutions is not responsible, and Customer shall not hold Blue Line Security Solutions responsible, for the accuracy, reliability, legality or validity of any Third Party Content.

8.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7, THE SERVICES, THE BLUE LINE SECURITY SOLUTIONS ANALYTICS, THE BLUE LINE SECURITY SOLUTIONS WEBSITE PORTAL, THE BLUE LINE SECURITY SOLUTIONS CONTENT, THE THIRD PARTY CONTENT AND ALL OTHER DATA, MATERIALS, OR INFORMATION PROVIDED BY BLUE LINE SECURITY SOLUTIONS ARE PROVIDED "AS IS," AND BLUE LINE SECURITY SOLUTIONS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL BLUE LINE SECURITY SOLUTIONS BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM. THE CUMULATIVE LIABILITY OF BLUE LINE SECURITY SOLUTIONS TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO BLUE LINE SECURITY SOLUTIONS BY CUSTOMER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. INDEMNIFICATION.

9.1 By Blue Line Security Solutions. Blue Line Security Solutions shall indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim (a "Claim") by any third party that the Services infringe a third party's valid U.S. patents issued as of the Effective Date, or infringe or misappropriate, as applicable, a third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If an infringement claim is made or appears possible, Customer agrees to permit Blue Line Security Solutions, at Blue Line Security Solution's sole discretion, to enable Customer to continue to use the Services, or to modify or replace any such infringing material to make it non-infringing. If Blue Line Security Solutions determines that none of these alternatives is reasonably available, Customer shall, upon written request from Blue Line Security Solutions, cease use of, and, if applicable, return, those materials that are the subject of the infringement claim. This Section 9.1 shall not apply to any claims arising, in whole or in part, from a Customer Indemnity Responsibility.

9.2 By Customer. Customer agrees to hold harmless, indemnify, and, at Blue Line Security Solution's option, defend Blue Line Security Solutions, using counsel acceptable to Blue Line Security Solutions, from and against any and all Claims resulting from (i) intellectual property infringements arising from a combination,

operation or use of the Services with other software, hardware or technology not provided by Blue Line Security Solutions; (ii) errors, inaccuracies, or omissions in the Customer Data; or (iii) breach of any Customer warranties in this Agreement (each a "**Customer Indemnity Responsibility**"). If the Customer Indemnity Responsibility relates to the Customer Data, Customer shall, at its sole discretion, obtain the right to enable Blue Line Security Solutions to continue to use the Customer Data or to modify or replace any such Customer Data to make it non-infringing. If Customer determines that none of these alternatives is reasonably available, Blue Line Security Solutions shall, upon written request from Customer, cease use of the Customer Data and terminate this Agreement pursuant to Section 10.2.

9.3 Procedure. As a condition to the indemnifying Party's obligation under this Section 9, the Party seeking indemnification must: (i) promptly notify the indemnifying Party in writing of the Claim, (ii) cooperate with the indemnifying Party, and (iii) allow the indemnifying Party sole authority to control the defense and settlement of such claim. The indemnifying Party will not settle any third-party claim against the indemnified Party unless such settlement completely and forever releases indemnified Party from all liability with respect to such claim or unless the indemnified Party consents to such settlement, and further provided that the indemnified Party will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice, at such indemnified Party's expense.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue until the later of (i) one year after the Effective Date and (ii) the date on which all Services contemplated under Statements of Work have been completed, unless earlier terminated in accordance with this Section 10. The Agreement Term shall be automatically extended for additional one (1) year Terms unless otherwise terminated within sixty (60) days of the end of the then current Term. Blue Line Security Solutions may terminate this agreement without cause at any time upon sixty (60) days written notice to Customer.

10.2 Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party by providing written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party shall have a right to cure such breach within 30 days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such 30-day period.

10.3 Suspension of Access. Blue Line Security Solutions may suspend access to any or all of the Services, including the Blue Line Security Solutions Website Portal, in the event any amount due under this Agreement is not received by Blue Line Security Solutions within ten days after it was due.

10.4 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement upon written notice to the other Party, in the event: (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within 90 days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

10.5 Effect of Termination. Upon any termination of this Agreement: (i) Customer shall immediately discontinue all use of the Services and any Blue Line Security Solutions Confidential Information; (ii) Customer shall delete any Blue Line Security Solutions Confidential Information from Customer's computer storage or any other media including, but not limited to, online and off-line libraries; (iii) Blue Line Security Solutions shall delete any Customer Confidential Information and Customer Data from Blue Line Security Solution's computer storage or any other media including, but not limited to, online and off-line libraries; (iv)

Customer shall return to Blue Line Security Solutions or, at Blue Line Security Solution's option, destroy, all copies of Blue Line Security Solutions Confidential Information then in Customer's possession; (v) each Party shall discontinue use of the other Party's Brand; and (vi) Customer shall promptly pay to Blue Line Security Solutions all amounts due and payable hereunder. Notwithstanding the foregoing, Blue Line Security Solutions may continue to use Customer Data or its Designated Users data, provided it is aggregated and anonymous.

10.6 Survival. The provisions of Sections 1, 2.6, 5, 6, 7, 8, 9, 10.5, 10.6, and 11 shall survive the termination of this Agreement.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement, including all Exhibits attached hereto and all Statements of Work, set forth the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

11.2 Independent Contractors. In making and performing this Agreement, Customer and Blue Line Security Solutions act and will act at all times as independent contractors, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or overnight courier, to the Parties to the Agreement and addressed, if to Customer, to the address set forth on the Cover Page, and if to Blue Line Security Solutions, as follows:

BLUE LINE SECURITY SOLUTIONS, LLC.
1568 Fencorp Dr.
Fenton, MO 63026

or addressed to such other address as that Party may have given by written notice in accordance with this provision.

11.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

11.5 Assignment; Delegation. Customer shall not assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of Blue Line Security Solutions, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

11.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions of this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter

described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, Internet access outside of Blue Line Security Solutions control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than 90 days, the other Party may terminate this Agreement upon 30 days' written notice.

11.10 Insurance. During the Term of this Agreement and for a period of two (2) years thereafter, Customer shall, at its own expense, procure and maintain insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$3,000,000 aggregate with financially sound and reputable insurers. Upon Blue Line Security Solutions' request, Customer shall provide Blue Line Security Solutions with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Blue Line Security Solutions as an additional insured. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Blue Line Security Solutions' insurers and Blue Line Security Solutions.

11.11 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. THE PARTY'S AGREE TO THE EXCLUSIVE JURISDICTION OF THE MISSOURI COURTS.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

11.13 Waiver of Jury Trial. Each Party acknowledges that any controversy that may arise under this Agreement, including exhibits, schedules, attachments and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, Statements of Work or appendices attached to this Agreement, or the transactions contemplated hereby.

11.14 Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement. For all purposes hereof, the terms "include", "includes" and "including" shall be deemed followed by the words "without limitation," and the term "or" is not exclusive.

[End of terms.]

DRAFT

Exhibit "B": Statement of Work (SOW)

Camdenton School District

SOW Effective Date: May 1, 2016

This Agreement (Statement of Work ("SOW")) is entered into between **Automated Environments**, of Masa Arizona, and **Blue Line Security Solutions Software LLC**, a Missouri, United States corporation with principal offices at 1568 Fencorp Dr. Fenton, MO 63026 and doing business as Blue Line Technology, and collectively with Camdenton Lake Career and Tech Center with offices at 269 Dare Blvd, Camdenton, MO 65020, the "Parties", or each individually a "Party").

1. **Defined Terms.** All terms used in this SOW and not otherwise specifically defined herein shall have the meanings ascribed to them in the Master Agreement ("MA").
2. **Term.** The term of this SOW shall commence on the SOW Effective Date and is estimated to expire upon December 31, 2016 (the "SOW Term").
3. **Exhibits.** The attached Exhibits "B" through "D" shall form an integral part of this SOW.
4. **Product, Services, Roles and Responsibilities, Detailed Work Plan and Deliverables.** The specifications for the Services and Deliverables, and applicable service level agreement for provision of such Services shall be as described in the Statement of Work.
5. **Payment.** Payment for the Appliance, Services and Deliverables shall be as described in Exhibit "C": Appliance and Subscription Fees.

IN WITNESS WHEREOF and intending to be bound, each of the Parties has caused this Agreement to be executed by and its duly authorized officer or representative as of the day and year fist above written.

Camdenton School District

Signature: _____
Printed Name: Dr. Timothy Haofield
Title: Administrator

Blue Line Security Solutions LLC dba, Blue Line Technology.

Signature: _____
Printed Name: JOSEPH L SPIESS
Title: Senior Partner

setting, for the individual. The data will originally be loaded in support of the customer and then the customer will be trained on the proper way to add and delete data.

Exhibit "C": Appliance and Subscription Fees

This is a price for a single application. Incremental training (beyond the initial day on-site training) and any travel and expenses will be additional and invoiced separately.

LOCATION 1: LAKE CENTER				
UNIT/APPLIANCE				
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE
1	FL CUBE, 1 CAMERA W/INDICATOR	\$6,820.20	50%	\$3,410.10
BL ACCESS CONTROL				
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE
1	APC UNIT	\$54.00	50%	\$27.00
1	RB610 RELAY	\$27.00	50%	\$13.50
SOFTWARE				
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE
1	FIRST LINE LICENSE	\$10,106.10	50%	\$5,053.05
1	FIRST LINE ANNUAL SUBSCRIPTION	\$1,350.00	50%	\$675.00
1	FIRSTLINE DBMS	\$1,350.00	50%	\$675.00
PROFESSIONAL FEES				
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE
8	SYSTEM TRAINING	\$1,404.00	100%	
Total		\$21,111.30		\$9,853.65

Payment/Warranty Terms

1. The system solution price plus 1st year subscription terms require a down payment of 30% at time of order, 55% progressive payment due at shipment and 15% due upon commission in the field. We can arrange for credit card payment with the information request provided below. Shipment is "prepaid and add".
2. Maintenance Fee for this system will be \$250/year beginning May 1, 2017
3. Database Management Fee for up to 3 systems is \$250/Annually beginning May 1, 2017
4. Warranty for hardware is 2 years from initial installation

Account Payment Information

Via Bank

Account Name: _____

Account Number: _____

Routing Number: _____

Via Card:

Type of Card: _____

Name as appears on card: _____

Number: _____

Exp Date: _____

CCV: _____

Exhibit 'D' - Premium Support

Professional Services

Blue Line Security Solutions shall make professional services/premium support available that can be added upon request by customer. Premium support can range from provision of additional technical support to customer representatives, hardware coverage, to on-site emergency technical support. Blue Line Security Solutions can provide additional types of premium support as requested by, and mutually agreed to with customer. Premium Support shall be customized to meet customer's needs and can be discussed and mutually agreed to on an on-going by Blue Line Security Solutions and customer during the course of this engagement. Blue Line Security Solutions offers this Premium Support service through the following hourly professional services fees:

Blue Line Security Solutions Software – Rates 2016

Title	Rate
Project Executive	\$250/Hr
On –Site Technical Service	\$150/Hr
Maximum Service call charge per event	\$500

EXHIBIT "A"

Pricing Guide Good through September 1, 2016

LOCATION 1: LAKE CENTER					
UNIT/APPLIANCE					
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE	
1	FL CUBE, 1 CAMERA W/INDICATOR	\$6,820.20	50%	\$3,410.10	
BL ACCESS CONTROL					
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE	
1	APC UNIT	\$54.00	50%	\$27.00	
1	RB610 RELAY	\$27.00	50%	\$13.50	
SOFTWARE					
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE	
1	FIRST LINE LICENSE	\$10,106.10	50%	\$5,053.05	
1	FIRST LINE ANNUAL SUBSCRIPTION	\$1,350.00	50%	\$675.00	
1	FIRSTLINE DBMS	\$1,350.00	50%	\$675.00	
PROFESSIONAL FEES					
QUANT	DISCRIPTION	MSRP	DISCOUNT	PRICE	
8	SYSTEM TRAINING	\$1,404.00	100%		
Total		\$21,111.30		\$9,853.65	

In Addition:

Blue Line Technology has set forth pricing for Camdenton Lake Career and Tech Center as a Master Agreement allowing a standard material and service plan to support task specific requirements on an individual site basis. Ongoing maintenance will be \$250/annually per appliance and data base services will be \$250/annually beginning 12 months after commissioning of each system.

If Camdenton School System decides to acquire up to an additional 5 systems they will be further discounted \$1,000/each system. This price expires after September 1, 2016.