

ACI RENTAL AGREEMENT – Governmental

RENTOR **Applied Concepts, Inc. (ACI) / DBA: Stalker Radar**
 855 E Collins Blvd, Richardson, TX 75081
 Sales Phone: 972-398-3780 Fax: 972-398-3781
 Accounting: 972-398-3750 Ext 145 Fax: 972-398-3751

RENTER	Clay Cty Acct # 10560501	Bill To Address (if different)
Customer/Dept.	Clay County TX Highway Patrol	
Attention to:	Sgt. James Taylor	
Address:	214 N. Main	
City/ST/ZIP:	Henrietta, TX 76365	
Phone / Ext:	940-538-4162	
Fax:	940-538-4008	
Email:	james.taylor@dps.texas.gov	

Description of Equipment:	DSR 2X	Lidar XLR	
Quantity:	5	1	
Each Price:	\$3,250	\$2,395	
Extended Price:	\$16,250	\$2,395	
Estimated Monthly Payment:	\$451.39	\$66.53	
Estimated Total Monthly Payment:	\$517.92		
Estimated Delivery Date:	5 Weeks ARO		
Contract Term:	36 Months		

NOTE: EQUIPMENT UNDER THIS AGREEMENT REMAINS THE SOLE PROPERTY OF APPLIED CONCEPTS, INC. NO TITLE TO THE PROPERTY IS PASSED UNDER THIS AGREEMENT. SEE SECTION 14 FOR PURCHASE OPTION OR CONSIDER A LEASE/PURCHASE AGREEMENT.

1. Renter hereby agrees to Rent the above described Radar Equipment, subject to the terms, provisions, conditions and agreements of this Rental Agreement herein set forth. This agreement supersedes all previous agreements for said equipment.
2. Said equipment is rented beginning with the delivery of said equipment to the renter for the term specified above. Renter acknowledges that upon delivery of said equipment that Applied Concepts, Inc. has fulfilled its obligation of performance under the Rental Agreement except for requirements later stated in this agreement.
3. Renter agrees to pay Applied Concepts, Inc. the monthly payment specified above, by the 15th of the month following delivery by Applied Concepts, Inc. and equal successive monthly payments during the term of the Rental Agreement. Applied Concepts, Inc. will mail monthly invoices at the beginning of each month, but is not responsible if the invoice does not reach the Renter. At the end of the term of the Rental Agreement, Renter agrees to return said equipment to Applied Concepts, Inc. within thirty (30) days of new equipment installation. If

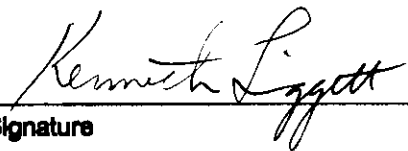
equipment is not returned, Renter will be provided the option to continue on a "month to month" basis or purchase the equipment as per Section 14 of this agreement.

4. **Renter hereby assumes and shall bear the entire risk for loss or damage to the equipment from abuse, fire, flood, theft, neglect, loss, unauthorized use or other circumstances beyond the control of the Renter. No loss or damage to the equipment or any part thereof shall impair any obligation of Renter under this agreement, which shall continue in full force and effect.**
5. **The warranty period for the merchandise is the standard factory warranty at the time the order is received. Renter agrees that the warranty may be a shorter period of time than this rental agreement and that any repair cost outside of that warranty period will be at the renter's expense. An extended warranty period may be purchased to cover any gap in time. Such extended warranty may be purchased and made part of this rental agreement or under a separate agreement.**
6. **If Renter, with regard to any item or items of equipment fails to pay any payment or other amount herein provided within ninety (90) days after the same is due and payable, or if Renter with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this rent required to be observed, kept or performed by Renter, Applied Concepts, Inc. shall have the right to exercise any one or more of the following remedies:**
 - a) **To sue for and recover all payments then accrued with respect to any or all items of equipment.**
 - b) **To terminate this rent as to any or all items of equipment.**
 - c) **To pursue any other remedy at law or in equity. All such remedies are cumulative, and may be exercised concurrently or separately.**
7. **The renewal and continuation of such contract is contingent upon the appropriation of funds by the governing body to fulfill the requirements of the contract and if the local governmental entity, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate in accordance with the terms of the contract on the last day of the fiscal year for which funds were appropriated, provided the equipment is returned to the Renter or his agent, as provided in the equipment rental contract, and such contract shall not be considered as a long-term debt of the local governmental entity.**
8. **The governmental agency reserves the right to terminate contract and or purchase order with a written thirty (30) day notice for non performance on the part of ACI. The cancellation will be without penalty under the provisions of this section only.**
9. **Applied Concepts, Inc. reserves the right not to rent or lease any further product to Renter if the rental is canceled for any reason prior to the end of the term. If Renter cancels for any reason other than those listed in Sections 7, 8, or 14 an amount equal to three (3) months rent will be due and payable as a penalty for early termination.**
10. **The parties hereto agree to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby in Courts located within Collin County, Texas. The parties also consent to the laws of the State of Texas in interpreting provision of this contract.**


11. I certify that I am duly authorized to act within the powers of my office by executing this Agreement, and the equipment being rented is essential to its governmental mission.
12. The portions of Rental payments are herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and *Renter's* other obligations and liabilities under this rent relating to, or accruing or arising prior to such termination. The *Renter* is obligated only to pay Rental payments under this rent as may lawfully be made from:
 a) Funds budgeted and appropriated for that purpose during such fiscal period; or
 b) Funds made available from a lawfully operated revenue producing source.
 In the event of such termination, *Renter* agrees to peaceably surrender possession of the Equipment to Applied Concepts, Inc. or its assignee on the date of such termination in the manner set forth in Section 7 hereof and Applied Concepts, Inc. will have all legal and equitable rights and remedies to take possession of the Equipment.
13. The prices quoted in this rental agreement are valid for a period of one-hundred twenty (120) days from the date signed by Applied Concepts, Inc. Any rental agreement executed after that date must be approved by Applied Concepts, Inc. prior to it being valid. Acceptance of an order and or shipping of the above-described merchandise constitutes acceptance by Applied Concepts, Inc.
14. At any time during or within thirty (30) days after the final payment in accordance with this agreement is made, the Renter may purchase any or all of the described equipment in their possession at the time and receive 50% of the payments made on that unit as credit toward the above listed price.
15. It is agreed by Renter and *Renter* that any fax or electronic transmitted document(s) will be considered as an original for all purposes of this agreement and therefore any signatures transmitted by fax or other electronic form are the same as a hand signed document.

16. Entered into this 9th day of August, 20 17

Signature and Title of Authorized Official

Kenneth Liggett Printed Name	 Signature
Clay County, TX Judge Title	

Applied Concepts, Inc. / Stalker Radar

By:  Date: 08/09/2017	ISP: Chris Frett Phone/Ext: 972-801-4866
Email/Fax: chrisf@stalkerradar.com Fax: 972-398-3781	

Approved by ACI Sales Management Jan Achilles	Date _____
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applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett
972-801-4866

QUOTE
#2011176

Page 1 of 2
Date: 08/07/17

Reg Sales Mgr: Dave Lowry
972-801-4850

Effective From : 08/07/2017

Valid Through: 11/05/2017

Lead Time: 26 working days

Bill To: Clay Co TX Highway Patrol 214 N Main Henrietta, TX 76365	Customer ID: 010346 Accounts Payable	Ship To: Clay Co TX DPS Highway Patrol Office 214 N Main St Henrietta, TX 76365-2850	UPS Ground Sergeant James Taylor
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	5	807-0002-00	DSR 2X Radar with Instant On Remote	36	\$3,250.00	\$16,250.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	5	200-0965-20	2X Counting Unit, 1.5 PCB		\$0.00
	2	5	200-0875-30	2X Modular Display, High Bright LEDs		\$0.00
	3	5	200-0326-30	DSR KA Antenna		\$0.00
	4	5	200-0326-32*	DSR KA Rear Antenna		\$0.00
	5	5	200-0918-00	Stalker 2X Instant On Remote Control		\$0.00
	6	5	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
	7	5	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
	8	5	200-0648-00	Display Sun Shield		\$0.00
	9	5	200-0243-00	Counting/Display Tall Mount		\$0.00
	10	5	200-0244-00	Antenna Dash Mount		\$0.00
	11	5	200-0245-00	Antenna Tall Deck Mount		\$0.00
	12	5	155-2055-04	Antenna Cable, 4 Ft		\$0.00
	13	5	155-2055-16	Antenna Cable, 16 Ft		\$0.00
	14	5	155-2283-50	CAN/VSS Power Cable		\$0.00
	15	5	200-0619-00	2X User Manual		\$0.00
	16	5	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
	17	5	060-1000-36	36 Month Warranty		\$0.00
Group Total						\$16,250.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	808-5025-00	LIDAR-XLR-C - LI-Ion Handles, Charging Stand, Stor	24	\$2,395.00	\$2,395.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	18	1	200-0893-00	Lidar XLR		\$0.00
	19	2	200-0944-02	Lithium-Ion Battery Handle, 27.4Wh, SII, Lidar X-Series		\$0.00
	20	1	200-0839-00	Desktop Charger for LI-ON Battery Handle		\$0.00
	21	1	035-0211-00	Soft Storage Bag		\$0.00
	22	1	011-0002-00	Lidar Certificate of Accuracy		\$0.00
	23	1	011-0138-00	Lidar XLR Operators Manual		\$0.00
	24	1	011-0171-00	Lidar X-Series Quick Start Guide		\$0.00
	25	1	035-0364-00	Shipping Container, Lidar XLR/XS/LR		\$0.00
	26	1	060-1000-24	24-Month Warranty		\$0.00
Group Total						\$2,395.00

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Product	\$18,645.00	Sub-Total:	\$18,645.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$18,645.00

RENTAL AGREEMENT: Pay \$517.92 per month for 36 months.

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@aconcepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. **Any attempt to repair a Product on your own will void this warranty.**

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) **Miscellaneous**
 - a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.