



Security Proposal 175617

By Orion Security Solutions

Date: 11/21/2025

Client: City of Broken Arrow

Client Corporate Address: 220 S 1st St, Broken Arrow, OK, 74012

Project Site: Broken Arrow Police Department

Project Site Address: 1101 North 6th Street, Broken Arrow, OK, 74012

Client Point of Contact: Brandon Tener 918.451.8200 ext.8713

Orion Account Executive: Steven Embrey sembrey@orionsecuritysolutions.com

Scope of Work

Orion Security Solutions (OSS) proposes to provide the materials listed in the BOM below as a box sale only.

This box sale will be a new order that reflects the requested camera model change associated with **OSS Box Sale Job #16148** and **Proposal #173918**, purchased under **City of Broken Arrow PO #22503367**.

The client has requested to substitute the originally purchased **(31) Hanwha PNO-A9311R** cameras with **(31) Hanwha PNO-A9311RLP** cameras, which include the Road AI analytics.

The original units were already purchased and received by BAPD. To support the client's request, OSS has submitted an RMA through Hanwha and Graybar. Graybar has approved the return and will restock the (31) PNO-A9311R cameras at no additional cost. They will schedule pickup directly from BAPD.

Below, you will see:

- The credit amount based on **OSS Invoice #53596 (dated 6/27/2025)**
- The cost of the upgraded replacement units
- The resulting price difference

Since the original job has been fully paid, OSS will issue a new box sale for the cost difference only—eliminating the need to reopen the original project or process a formal change order.



PNO-A9311R Model Change to PNO-A9311RLP from Job #16148

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
4K Network AI IR Zoom (31x) Bullet Camera	PNO-A9311R	-31.00	\$1,399.80	\$43,393.80
4K, AI IR Zoom (31x), Bullet Camera with Wisenet Road AI	PNO-A9311RLP	31.00	\$1,993.76	\$61,806.80
Taxes	Taxes	1.00	\$0.00	\$0.00
TOTAL				\$18,413.00

The new laws from the federal government may result in tariffs being applied to orders. OSS will make reasonable efforts to stay informed of the tariffs that affect its orders. However, with the rapidly changing laws, OSS is not responsible for unknown tariff costs. This proposal does not include tariff costs other than ones that are explicitly listed. If additional tariffs are applied for an order, then OSS will add the cost to the invoice as a separate line item as an additional cost.

OSS is not responsible for delays outside of its control.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.

Warranties

Manufacturer warranty for the equipment will be passed onto the customer.



Proposal Cost

The cost for this project is \$18,413.00 plus any additional applicable tariffs. This price is valid for 14 days from the date of this proposal.

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

Conclusion

We hope to maintain a lasting business relationship with you and are committed to providing you with excellent products and services. Please contact us with any questions at (888) 674-6608.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

EXHIBIT 1: TERMS AND CONDITIONS

1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. The Customer agrees to adhere to the following payment terms for all invoices issued by the Vendor. All payments must be made in accordance with the payment methods outlined in the invoice. The Customer may be offered a payment discount which would be explicitly listed on the proposal. If offered, the Customer will be eligible to receive a 2% discount on the total invoice amount if payment is received within 10 days from the invoice date. The discount will be applied only to the total invoice amount excluding any taxes, shipping, tariffs, handling fees, or other additional fees. If the Vendor does not make payment within the 10-day discount period, or if the discount is not offered, the net amount of the invoice is due in full within 30 days from the invoice date. If payment is not received within the 30-day period, the Vendor reserves the right to charge interest on the overdue amount at a rate of 1.5% per month, calculated from the due date until the payment is received in full.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:

- a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
- b. Such data may be used in accordance with any written authorization received from the disclosing Party.

The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- b. If, subsequent to the receipt thereof under this Agreement,
 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.

Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.

11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall

- not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.
 13. During the term of this Agreement, both Parties agree to refrain from soliciting or employing staff members in the other Party's current employment. This clause does not apply to former employees who may have physically separated or terminated employment with the other Party.
 14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
 15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
 16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
 17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
 18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
 19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
 20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
 21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
 22. Vendor shall provide all tools and equipment needed to perform the scope of work unless the Proposal stipulates that the Customer will be providing some of the needed tools or equipment.
 23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
 24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
 25. The geographic location of the work to be performed will be the designated Customer site(s).
 26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
 27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited



to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.

- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
- c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
- d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
- e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.