

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO LASER SHOT INC. AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Laser Shot Inc., ("Laser Shot"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Laser Shot's Quote (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of a training simulator (the "Product"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Cooperative Purchasing.** Laser Shot shall provide product and/or services in accordance with The Interlocal Purchasing System's (TIPS) Contract Number 180902, incorporated by reference and attached as Exhibit "B."
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
3. **Limit of Appropriation.** Laser Shot clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-One Thousand, Five Hundred Thirty-Seven and 43/100 dollars (\$71,537.43), specifically allocated to fully discharge any and all liabilities County may incur. Laser Shot does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Laser Shot may become entitled to and the total maximum sum that County may become liable to pay to Laser Shot shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-One Thousand, Five Hundred Thirty-Seven and 43/100 dollars (\$71,537.43).
4. **Public Information Act.** Laser Shot expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Laser Shot shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for

the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Laser Shot for any reason are hereby deleted.

Laser Shot shall Indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Laser Shot, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Laser Shot or any of Laser Shot's agents, servants or employees.

6. **Personnel.** Laser Shot represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Laser Shot shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees volunteers, agents, contractors, and/or suppliers of Laser Shot shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee, volunteer, agent, and/or contractor of Laser Shot who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

Laser Shot shall provide all equipment, tools, materials, and other items necessary to perform the services as described herein.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Laser Shot in any way associated with the Agreement.

8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.

9. **Compliance with Laws.** Laser Shot shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Laser Shot shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

10. Confidential Information. Laser Shot acknowledges that it and its employees, volunteers, contractors, and/or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Laser Shot or its employees, volunteers, contractors, and/or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Laser Shot shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Laser Shot) publicly known or is contained in a publicly available document; (b) is rightfully in Laser Shot's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees, volunteers, contractors, and/or agents of Laser Shot who can be shown to have had no access to the Confidential Information.

Laser Shot agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Laser Shot uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees, volunteers, contractors, and agents of their obligations to keep Confidential Information confidential. Laser Shot shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Laser Shot shall advise County immediately in the event Laser Shot learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Laser Shot will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Laser Shot against any such person. Laser Shot agrees that, except as directed by County, Laser Shot will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Laser Shot will promptly turn over to County all documents, papers, and other matter in Laser Shot's possession which embody Confidential Information.

Laser Shot acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Laser Shot acknowledges and agrees that the covenants

contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Laser Shot in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11. **Insurance.** Prior to commencement of the services under this Agreement, Laser Shot shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Laser Shot shall provide certified copies of insurance endorsements and/or policies if requested by County. Laser Shot shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of services. Laser Shot shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d). Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Laser Shot shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Laser Shot warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

12. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.

- (a). Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Laser Shot verifies Laser Shot does not boycott Israel and will not boycott Israel during the term of this Agreement.
- (b). Texas Government Code § 2251.152 Acknowledgment: By signature below, Laser Shot represents pursuant to § 2252.152 of the Texas Government Code, that Laser Shot is not

listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2253.153.

13. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.

14. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, LASER SHOT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

15. **Independent Contractor.** In the performance of work or services hereunder, Laser Shot shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Laser Shot or, where permitted, of its subcontractors.

Laser Shot and its agents, employees, officers, contractors, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

16. **Filming.**

16.01. County owns and controls the Gus George Law Enforcement Academy located at 1521 Eugene Heimann Circle, Richmond, Texas 77469 (the "Property"), and consents or authorization is or shall be necessary to enable Laser Shot to enter upon or use the Property for filming scenarios as described on Exhibit A for Laser Shot's JTS program. All scenarios filmed will be given to the County for use in the County's Product.

16.02. County authorizes the Fort Bend County Sheriff, or his designated agent, to supervise security at the Property for the filming of scenarios.

16.03. Laser Shot, its employees, volunteers, agents, contractors, and/or suppliers are hereby granted permission to enter upon the Property for the purpose of filming scenarios at mutually agreed upon times between the Fort Bend County Sheriff, or his designated agent, and Laser Shot. Laser Shot understands and agrees that, in order to make proper preparations, the Fort Bend County Sheriff's Office will require at least one week's notice, prior to filming. The County agrees to use its best efforts to make the Property available at the mutually agreed upon time. Laser Shot agrees that the County shall not be liable for damages by reason of non-availability of the Property including those caused by inclement weather, disaster, or other public necessity. County retains the right to enter any County facilities for any purpose at any time during the mutually agreed upon time or activity and shut down activities if deemed necessary.

16.04. Laser Shot, its employees, volunteers, agents, contractors and/or suppliers are required to maintain a code of conduct any time they are on the Property that includes, but is not limited to, the following: no smoking; no alcohol; no illegal drugs; no soliciting; no unreasonably loud or

disruptive noises; location-specific dress code; and any other code of conduct required by the specific location.

16.05. Subject to the approval of the Fort Bend County Sheriff, or his designated agent, Laser Shot may place all reasonably necessary facilities and equipment, including temporary sets, on Property. Laser Shot shall remove the same after completion of work and leave the Property in as good condition as when entered by Laser Shot. County retains the right to inspect property, devices, and, equipment to be used in connection with the filming.

Laser Shot agrees not to have on the Property any articles or things of dangerous, flammable, or explosive character that might increase the chance of eruption of fire on the Property, or that ordinarily would be considered "hazardous" or "extra hazardous" as defined in the International Fire Code as adopted by Fort Bend County.

Laser Shot agrees to use best efforts to prevent damage to County property during filming including but not limited to trees, grounds, plant life, buildings, rights of way, vehicles or machinery.

16.06. Laser Shot understands and acknowledges that this is a non-exclusive right and that the Property also serves as a place of business for County employees. Filming may not hinder or disrupt normal business activities and shall in no way impede the free movement and circulation of traffic and pedestrians including: conduct or activity that obstructs the usual use of entrances, lobbies, corridors, offices, elevators, stairwells, and parking lots, or that otherwise tends to impede or disturb County business or County employees in the performance of their regular duties, or that otherwise impedes or disturbs the general public is prohibited.

16.07. Laser Shot shall be responsible for securing any permits or approvals, such as parking, road, mass event, city or state permits required in connection with the filming of scenarios.

16.08. Permission to use or reserve other County property may require an additional agreement. Questions regarding this should be directed to the Fort Bend County Facilities Management and Planning Office.

16.09. Filming will not be allowed during inclement weather, public emergencies, etc. Filming hours are restricted to regular business hours on the Property. Any requests to film outside of normal business hours on the Property shall require written approval of the Fort Bend County Sheriff, or his designated agent. Filming is not allowed on County holidays.

16.10. Authorization to film on Property does not authorize the filming of individuals including County Employees, Court staff, Jurors, Litigants, and Judicial Officers on County property, unless the individuals are in normal view by the public, would not require a film release under reasonable industry standards and filming neither presents or creates a public harm.

16.11. Laser Shot is responsible for obtaining all necessary permissions and consent from individuals prior to filming or recording. Laser Shot will provide a copy of these permissions and consents to the County prior to the start of any filming or recording.

16.12. Laser Shot must remain on the Property at all times during filming.

16.13. All minors (individuals under the age of 16) who are employees, agents, contractors, suppliers of Laser Shot must be accompanied by an adult guardian at all times.

16.14. Laser Shot may not be eligible to conduct production activity on County property if the content of the project is pornographic in nature, as defined by Texas Penal Code § 3.21.

16.15. Drone Use or the Use of Unmanned Aircraft Systems (UAS). The Texas Local Government Code, Chapter 423 states the lawful and unlawful uses of an unmanned aircraft in the State of Texas. Laser Shot may not use an unmanned aircraft where prohibited by law. In addition, per FAA Policy, Laser Shot must obtain and attach to the application form documentation of a valid FAA Registration for an Unmanned Aircraft Systems (UAS).

16.16. Laser Shot shall be responsible for any and all damages to the Property including any materials, equipment, or other personal or real property of the County, and shall reimburse County for any reasonable repairs made by County upon completion of the stated purpose of this Agreement. Laser Shot shall reimburse County for any reasonable repairs made to the Property and/or damages to the Property within 10 business days of receipt of invoice.

16.17. Laser Shot shall be responsible for any cleaning necessary to return the Property to its original condition.

16.18. Laser Shot shall indemnify County against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by Laser Shot or its employees, agents, volunteers, contractors, suppliers, and/or all persons in privity with Laser Shot in connection with Laser Shot's use of the Property. This indemnity and release provision shall survive the termination or expiration of the Agreement.

16.19. Laser Shot shall cause any of its employees, volunteers, agents, contractors, suppliers, and/or all persons in privity with Laser Shot who may assist in the filming of the scenarios or on the Property under this Agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from Filming. This indemnity and release provision shall survive the termination or expiration of the Agreement.

16.20. Laser Shot assumes all risk of all loss or damage to any materials, equipment or other property of Laser Shot. The County shall have no obligation, responsibility or liability with respect thereto. This indemnity and release provision shall survive the termination or expiration of the Agreement.

16.21. Laser Shot warrants and asserts that should peace officers be filmed, then the images of the peace officers will be filmed in such a way to preserve each peace officer's anonymity.

16.22. The County reserves the right to cancel or stop filming at any time on the Property.

16.23. The County reserves the right to impose additional regulations, restrictions or requirements in the interest of public health, safety, and welfare, or if otherwise deemed appropriate by the County.

17. **Use of Customer Name.** Laser Shot may use County's name without County's prior written consent only in any Laser Shot's customer lists, any other used must be approved in advance by County.

18. **Product Assurance.** Laser Shot represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Laser Shot to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Laser Shot will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Laser Shot's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Laser Shot's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

19. **Termination.**

19.01. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

19.02. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Laser Shot fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Laser Shot materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

19.03. If, after termination, it is determined for any reason whatsoever that Laser Shot was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 19.01 above.

19.04. Upon termination of this Agreement, County shall compensate Laser Shot in accordance with § 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Laser Shot's final invoice

for said services will be presented to and paid by County in the same manner set forth in § 2 above.

19.05. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Laser Shot.

20. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.

21. **Performance Warranty.** Laser Shot warrants to County that Laser Shot has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Laser Shot will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

22. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

23. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

24. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

25. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
Fort Bend County Judge

Date

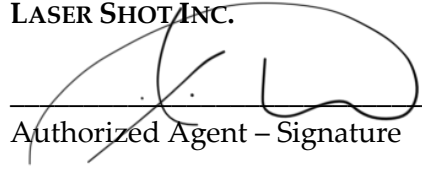
ATTEST:

Laura Richard, County Clerk

Approved By:

Fort Bend County Sheriff's Office

LASER SHOT INC.



Authorized Agent – Signature

A. J. Alexander

Authorized Agent- Printed Name

General Counsel

Title

24 Jan 2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Laser Shot's Quote

Exhibit B: Interlocal Purchasing System's (TIPS) Contract Number 180902

Exhibit A



Quote

Date: 12/20/2019
 Quote #: 31102
 Expiration Date: 1/19/2020

To: Gus George Law Enforcement Academy
 Cheryl Krejci
 1521 Eugene Heimann Cir
 Richmond, TX 77469

TIPS Contract No. 180902

Salesperson	Email	Telephone	Shipping	Payment Terms
Scott Goodhart	sgoodhart@lasershot.com	281-240-1122	90-120 ARO	SEE BELOW
Qty	Description	Unit Price	Line Total	
1	CUSTOM SYSTEM, LE CURVED SCREEN TRAINING SIMULATOR	52,387.50	\$ 52,387.50	
	Includes the following items :			
1	Laser Hit Detection Camera			
1	Short Throw Projector			
1	Universal Projector Mount			
1	Powered Speakers			
1	Console, Mini Gaming Computer			
1	Wireless Keyboard & Mouse			
1	JTS Wireless Control Tablet			
1	JTS Router			
1	Curved Screen			
4	SIM 7 Dry Fire Trainer			
2	M4 Rifle, IR			
1	OC Spray			
1	X2 Taser			
1	Software, Course of Fire			
1	Software, CQC Alpha Pack			
1	Software, JTS Player w/Season I & II Scenarios			
1	Software, JTS Remote Viewer			
1	Software, LS Warp			
1	Software, Practical Shooting Alpha - India			
1	Software, Skill Drills 1			
1	Software, Skill Drills 2			
1	Software, Steel Challenge			
1	12 Month Warranty			
1	Three Day Installation & System Training			
	Additional			
1	Extended Warranty - Year 4 (Adds 3 Additional Years of Warranty)	9,917.93	\$ 9,917.93	
1	Tetherless Recoil Kit *TBD by Customer (Weapon Type)	2,895.00	\$ 2,895.00	
2	Glock 17 Simulated Recoil Weapon	3,995.00	\$ 7,990.00	
1	M4 Simulated Recoil Weapon	5,819.00	\$ 5,819.00	
1	CO2 Refill Adaptor	238.00	\$ 238.00	
	TERMS:50% DEPOSIT 50% PRIOR TO SHIPMENT			

"Gus George LE Academy agrees to multiple filming days for scenarios for Laser Shot's JTS program and relinquishes rights to Laser Shot for resale. All scenarios filmed will be given to Gus George LE Academy for their Laser Shot System.

"Confidentiality Notice: This Quote is confidential and is intended only for the review of the party to whom it is addressed. This Quote is subject to Laser Shot's Standard Terms and Conditions of Sales. "The BUYER must obtain at his own risk and expense any export and/or import license or other official authorization and carry out, where applicable, all customs formalities necessary for the export and/or import of the goods. Laser Shot, Inc. shall under no circumstances be responsible for any failure to fill an order due to: 1) failure of buyer to obtain export licenses, 2) export controls or authorizations, or 3) any existing or future laws or acts of Government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official of any such government)." All prices quoted are US Dollars. "Laser Shot is responsible for collecting sales tax in the following states: CA, FL, IN, IL, KS, KY, ME, MN, NY, NC, PA, SC, TX, VA, WA, WI. Purchase order (s) issued as a result of this proposal in any of these states, applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate.

Subtotal	\$ 79,247.43
JTS filming Credit	\$ (7,710.00)
Freight	DELIVERED
Total	\$71,537.43

4214 Bluebonnet Dr., Stafford, Texas 77477 Ph: 281-240-1122 Fax: 281-476-7464

Exhibit B

TIPS VENDOR AGREEMENT

Between Laser Shot Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RFP 180902 Classroom & Teaching Aids Goods and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

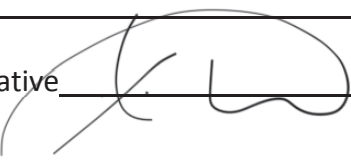
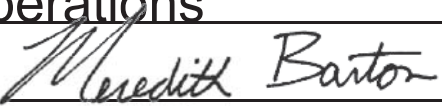
Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
 - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
-

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180902 Classroom & Teaching Aids Goods and Services

Company Name Laser Shot Inc.
Address 4214 Bluebonnet Dr
City Stafford State TX Zip 77477
Phone 281-240-1122 Fax 281-476-7464
Email of Authorized Representative ajalexander@lasershot.com
Name of Authorized Representative A.J. Alexander
Title General Counsel
Signature of Authorized Representative 
Date 10/19/2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 11/14/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				
Bid Number	180902			Floor/Room
Title	Classroom & Teaching Aids Goods and Services	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	9/6/2018 08:01 AM (CT)			Email
Close Date	10/19/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information	
Company	Laser Shot Inc
Address	4214 Bluebonnet Dr
	Stafford, TX 77477
Contact	Nina Stewart
Department	
Building	
Floor/Room	
Telephone	(281) 240-1122
Fax	
Email	sales_support@lasershot.com
Submitted	10/19/2018 02:35:10 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature NINA STEWART Email nstewart@lasershot.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Firearms Training Simulators and Ranges, provides affordable, alternative training solutions for military and law enforcement professionals. Laser Shot offers progressive training solutions for all skill levels while focusing on the core principle of "train as you fight" and being adaptable to individual customer needs. Our training solutions augment existing programs with safe alternatives, technologically advanced simulations for immersive training.
6	Primary Contact Name	Primary Contact Name	Nina Stewart
7	Primary Contact Title	Primary Contact Title	Sales Support/Contracts Manager
8	Primary Contact Email	Primary Contact Email	nstewart@lasershot.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-240-1122 ext 446
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-476-7464
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Frances Sharp
13	Secondary Contact Title	Secondary Contact Title	Sales Support Specialist
14	Secondary Contact Email	Secondary Contact Email	fsharp@lasershot.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-240-1122 ext 442
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-476-7464
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Vanessa Rodriguez
19	Admin Fee Contact Email	Admin Fee Contact Email	vrodriguez@lasershot.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-240-1122 ext 406
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sales Support (Nina/Frances)
22	Purchase Order Contact Email	Purchase Order Contact Email	sales_support@lasershot.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-240-1122
24	Company Website	Company Website (Format - www.company.com)	www.lasershot.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	45-0502050
26	Primary Address	Primary Address	4214 Bluebonnet Dr
27	Primary Address City	Primary Address City	Stafford
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77477
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	firearm, simulator, law enforcement, training, criminal justice, jrotc
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Stafford
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	1%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	15
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No

41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form.	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	
46	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
47	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

48 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- | | | | |
|----|--|---|------------------------|
| 52 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 53 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 54 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

55	2 CFR PART 200 Clean Air Act	Yes
56	2 CFR PART 200 Byrd Anti-Lobbying Amendment 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). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?	Yes
57	2 CFR PART 200 Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?	Yes

- 58 2 CFR PART 200 Procurement of Recovered Materials
- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.
- Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?
- Yes
- 59 Certification Regarding Lobbying
- Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds
- Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- I HAVE NOT Lobbied per above
- 60 If you answered "I HAVE lobbied per above to the previous question.
- If you answered "I HAVE lobbied" per above Attribute #66, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.
- (No Response Required)

61	Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.	
62	ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.	
63	Indemnification	The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified	Yes

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

65 Remedies Explanation of No Answer

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

67	Jurisdiction and Service of Process	Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes
68	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?	Yes, I Agree
69	Infringement(s) Explanation of No Answer		
70	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes
71	Payment Terms and Funding Out Clause	Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel.	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

72 Insurance and Fingerprint Requirements
Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

76	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	Solicitation Exceptions/Deviations Explanation	If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.	
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	Agreement Exceptions/Deviations Explanation	If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.	

- 81 Felony Conviction Notice
- Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.
- B. Firm not owned nor operated by felon; per above
- 82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.
- If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s).
- 83 Long Term Cost Evaluation Criterion # 4.
- READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.
- increases will be 5% or less annually per question

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Grand Prairie ISD	Justin Harper	Justin.Harper@GPISD.ORG	817-366-9099
Brownsville ISD: Porter Early College	Armando Riviera	ajrrivera@bisd.us	956-548-7800
Lower Rio Grande Valley Training Center	Randal Snyder	rsnyder@lrgvdc.org	956-638-1036
Conroe ISD	Matt Blakelock	mblakelock@conroeisd.net	936-709-8917
Little Elm ISD	Scott Schrage	sschrage@littleelmisd.net	319-404-9941

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

(Name of Corporation)

Alan Winslette certify that I am the Secretary of the Corporation

I, (Name of Corporate Secretary)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

DATE _____

Insert TIPS RFP #180902

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF
SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Laser Shot Inc.

Name of company claiming confidential status of material

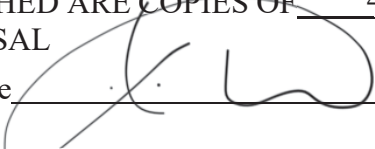
A.J. Alexander, General Counsel

Printed Name and Title of authorized company officer claiming confidential status of material

4214 Bluebonnet Dr Stafford TX 77477 281-240-1122

Address City State ZIP Phone

ATTACHED ARE COPIES OF 4 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature  Date 10/19/2018

OR

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Printed Name authorized company officer

Title of authorized company officer

Address City State ZIP Phone

Signature Date

STANDARD TERMS AND CONDITIONS OF SALE

WARRANTIES AND SERVICE AGREEMENTS



EFFECTIVE 22 JUNE 2017

**THE TERMS AND CONDITIONS HEREIN ARE SUBJECT TO CHANGE AT
ANY TIME WITHOUT NOTICE**



**LASER SHOT STANDARD TERMS AND CONDITIONS OF SALE,
WARRANTIES, AND SERVICE AGREEMENTS**

TABLE OF CONTENTS

I.	<u>STANDARD TERMS AND CONDITIONS OF SALE</u>	<u>3</u>
II.	<u>STANDARD WARRANTY – SIMULATORS</u>	<u>6</u>
III.	<u>EXTENDED WARRANTY – SIMULATORS</u>	<u>8</u>
IV.	<u>SERVICE AGREEMENTS – SIMULATORS</u>	<u>9</u>
	A. <u>PREVENTATIVE MAINTENANCE SERVICE AGREEMENT – SIMULATORS</u>	<u>9</u>
	B. <u>FULL COVERAGE SERVICE AGREEMENT – SIMULATORS</u>	<u>10</u>
V.	<u>STANDARD WARRANTY – RANGE/SHOOT HOUSE</u>	<u>11</u>
VI.	<u>EXTENDED WARRANTY – RANGE/SHOOT HOUSE</u>	<u>13</u>
VII.	<u>SERVICE AGREEMENTS – RANGE/SHOOT HOUSE</u>	<u>15</u>
	A. <u>PREVENTATIVE MAINTENANCE SERVICE AGREEMENT – RANGE/SHOOT HOUSE</u>	<u>15</u>
	B. <u>FULL COVERAGE SERVICE AGREEMENT – RANGE/SHOOT HOUSE</u>	<u>16</u>
VIII.	<u>CUSTOM SERVICE AGREEMENTS</u>	<u>16</u>
IX.	<u>REPAIR OR REPLACEMENT PROCEDURES</u>	<u>17</u>
X.	<u>LIMITATION OF WARRANTY</u>	<u>18</u>



STANDARD TERMS AND CONDITIONS OF SALE

Unless Seller agrees otherwise in writing, any order submitted by Buyer will only be accepted if it is in writing and with the understanding that Seller's products are being supplied pursuant to the following terms and conditions and Seller rejects all additional or different terms, however proposed by Buyer.

1. **Acceptance of Firm Orders:**

- a. No order is binding on Seller until it has been accepted and Seller will not accept an order until payment has been received.
- b. Should Seller be unable to meet Buyer's delivery schedule or quantity requirements or otherwise be unable to accept a firm order, Seller will notify the Buyer. Any firm order for products and/or services can only be canceled, terminated or modified by Buyer, with Seller's written consent and shall be subject to cancellation fee of twenty percent (20%).

2. **Prices.** Unless otherwise agreed to in writing, prices for products identified under a firm order shall remain effective for the period covered by the firm order. Any different or additional products will be billed at the price prevailing at the time of shipment. If there is any delay in completion or shipment of an order due to any change requested by Buyer or as a result of any delay on Buyer's part in furnishing information required for completion or shipment of the order, the price for products is subject to change. There will be added to the quoted price any sales or other tax or duty which Seller may be required to collect or pay upon the sale of products.

3. **Payment.** Payment for product(s) ordered is due prior to shipment, unless other payment terms are agreed in writing. Buyer may make payment by check, money order, credit card, wire transfer, or some other method prearranged with Seller. Payment for a sale based on an approved credit account is due in full within 30 days from the date of the original invoice. Late payments will be subject to late payment penalty of 1.5% of the amount due for each month payment is overdue.

4. **Shipment and Packing.** All products are sold EXW Seller's factory (Incoterms 2000) unless otherwise agreed to in writing. Delivery dates indicated on quotations are approximate only. All products are shipped via ground unless otherwise agreed to upon by both parties. Additional expenses for shipping methods other than ground, or for expedited delivery, will be the responsibility of the Buyer. It will be the Buyer's Freight Forwarder's responsibility to provide Buyer with all details for shipment of Products.

5. **No Returns.** Seller does not accept the return of products for refund, credit, exchange, or any other purpose.

6. **Warranty.** Products sold hereunder are subject to Seller's Standard Warranty. No other warranties, express or implied, are made with respect to the products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

7. **Limitation of Liability.** Except as specifically provided in this document or any subsequent modification of this document, the liability of Seller, if any, and Buyer's sole and exclusive remedy for damages for any claim of any kind whatsoever with respect to this sale, any supplemental sale of products or with respect to any of the goods covered thereby, and regardless of the legal theory or the delivery or non-delivery of products, will not be greater than ten percent of the actual purchase price of the goods with respect to which such claim is made. Under no circumstances will either party be liable to the other for any indirect, special, incidental, or consequential damages (including, but not limited to, costs of removal and reinstallation of items, loss of goodwill, loss of revenues or profits, loss of use, injury to persons or



property) arising out of any breach of this agreement whether such damages are labeled in tort, contract, or indemnity, even if seller has been advised of the possibility of such damage.

8. Patents. Seller makes no warranty or representation that any products purchased by Buyer hereunder will be free from infringement of any patent, unless otherwise provided on the face hereof. Seller will not be under any obligation to defend Buyer or anyone claiming under or through Buyer against any claim or suit arising out of Buyer's purchase hereunder, nor shall Seller be liable for any damage assessed as a result of such claim or suit. Seller's monetary liability under these terms for the sale of infringing products is, in any event, specifically limited in accordance with Section 6 above. Buyer warrants that the specifications and designs which it furnished to Seller are free from infringement of any patent, and Buyer will indemnify, defend and hold Seller harmless against any such claim which arises out of Seller's reliance on Buyer's specifications and/or design.

9. Technical Information. Neither Buyer nor Seller will assert any claim against the other with respect to any technical information which has been or may hereafter be disclosed to each other in connection with the sale of product hereunder, except claims for patent infringement or claims under a separate written agreement between the parties.

10. Cancellation of Order. Either party may cancel this order without liability to the other party if the other party, subject to and in accordance with the cancellation provisions contained in Section 1 (*supra*):

- a. Materially breaches this order and does not correct such breach within 30 days after receipt of written notice from the notifying party specifying such breach;
- b. Becomes insolvent, or enters or is placed in bankruptcy, receivership, liquidation, transfer of assets for the benefit of creditors, dissolution or similar proceeding, provided such event is not vacated or nullified within 15 days of such event; or
- c. A significant portion of the assets of the other party necessary for the conduct of its business becomes subject to attachment, embargo or expropriation.

11. Force Majeure. Any delay or failure of Seller to perform its obligations hereunder will be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by the way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns) at Seller's facility, its source plant or suppliers, inability to obtain power, material, labor, equipment, or transportation, or court injunction or order.

12. Government Approvals. Seller and Buyer, respectively, will be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state, and local laws, ordinances, regulations, and rules as may be applicable to the performance of their respective responsibilities and obligations under these Terms of Sale.

13. Governing Law. Any contract arising hereunder for the sale of products will be deemed to have been entered into in Texas and will be enforced, governed by and construed according to the laws of the State of Texas, specifically excluding its body of law controlling conflicts of law and application of the UN Convention on Contracts for International Sale of Goods. If a dispute arises, the parties will attempt to negotiate in good faith to settle any allegation of breach or question of interpretation relating to these terms. If parties are unable to settle the matter within 15 days after their first discussion, then upon the demand of either party, the matter may be submitted to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration proceeding will take place in Houston, Texas, USA, and will be conducted in the English language. The parties will attempt to agree upon the



selection of a single arbitrator. In the event the parties are unable to select a mutually acceptable arbitrator, the arbitrator will be appointed by the AAA. The arbitrator's costs will be borne equally by the parties and each party will be responsible for its own preparation, discovery, and internal and external costs incurred to prosecute or defend the Arbitration Claim. The arbitration tribunal will resolve the questions submitted, award the relief to which each party may be entitled, and allocate the costs of arbitration. The prevailing party in any arbitration proceeding will be entitled to, in addition to any other relief granted, recover its reasonable costs and attorney's fees, as determined by the arbitrator. The arbitration award shall be final, binding on the parties, not subject to appeal, and enforceable by any court having jurisdiction over the necessary party or its assets. The arbitrator will not have the authority to award damages for lost profits or consequential damages, or special, punitive, or other exemplary damages of any sort.

14. Amendments. These terms of sale, when accepted, supersede all previous agreements, oral or written, between Buyer and Seller with respect to the subject matter hereof. No amendment or modification to these terms of sale will be binding upon either party unless it is in writing and is signed by both parties.

15. Severability. If any provision of these terms of sale are held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule. The remaining provisions hereof will remain in effect.

16. Assignment. Neither party may assign any of its rights or delegate any of its obligations under these Terms of Sale (other than for the purposes of corporate reconstruction, reorganization, merger or analogous proceeding) without first obtaining the written consent of the other party.

17. Language. These terms of sale are prepared and shall be executed in the English language. Any translation of these terms into another language will be strictly for convenience, and the English language shall govern any question with respect to interpretation.

18. Entire Agreement. This order with these terms of sale, when signed by both parties, constitutes a complete and exclusive final written expression of all the terms of agreement between the parties. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, promises or warranties made by either party that differ in any way from the terms of this Agreement will be given no force or effect. No addition to or modification of any provision of this Agreement will be binding unless made in writing and signed by both parties.



STANDARD WARRANTY – SIMULATORS

Laser Shot will repair or replace, at its discretion, any product that is defective in material or workmanship, without charge to the Customer, subject to the following terms and conditions:

1. Laser Shot's Standard Warranty provides 12 months¹ of coverage beginning on the day of delivery.²
2. Items to be categorized as Simulators consist of any Laser Shot products sold to support the operation of virtual targetry products and hit detection tracking technologies. Examples include but are not limited to:
 - a. Projection Systems
 - b. Computers
 - c. Hit Detection Cameras
 - d. Simulated Weapon Systems and Accessories
 - e. Audio Components
 - f. Cabling and Data Connection
 - g. Training Software
 - h. Networking Components
 - i. Training Weapons and Accessories
3. While this Warranty is active, Laser Shot will make available any future stability or performance patches that are released for purchased Laser Shot software.³
4. This Warranty includes e-mail and telephone technical support and assistance during the 12-month warranty period. Normal business hours are Monday-Friday 0800-1700 Central Standard Time (CST). After hours support is Monday-Friday 1700-2300 CST and 0800-2300 CST Saturday-Sunday and holidays.⁴
5. This warranty provides all shipping costs for Return Material Authorizations (RMA) requiring repairs during the first 60 days of the warranty period.⁵ The Buyer is responsible for paying shipping costs to Laser Shot that arise after the first 60 days of the warranty period. Buyer is responsible for following RMA procedures and policies from Laser Shot's Customer Service and Support department, which may include delivering returns to third parties for repair and/or maintenance.
6. This warranty covers the repair or replacement of materials and labor to diagnose and or repair defective materials.⁶

¹ Items purchased from a Laser Shot Authorized Reseller may have less than 12 months of coverage.

² If the purchaser is the Federal Government then the Warranty begins upon Acceptance.

³ This Warranty does not include new software title releases.

⁴ Some Laser Shot simulators require on-site training to certify operators, training is strongly recommended. In the event training was declined by the Buyer, Laser Shot reserves the right to limit telephone and technical support on items that are basic operator level functions that would have been covered in training.

⁵ Laser Shot will not provide expedited shipping for RMAs. All RMAs will ship via ground, unless Buyer agrees to pay for expedited shipping options.

⁶ If a product becomes obsolescent or discontinued by manufacturer, a comparable replacement model that is similar in form, fit and function will be used in its place.



7. This warranty does not provide for the following:
 - a. On-site diagnostic and or troubleshooting of product.¹
 - b. On-site repair or replacement or replacement of product.²
 - c. This Warranty does not provide repair or replacement for items considered to be consumables (e.g. projector bulbs, filters, target screens, simulated weapon seals and o-rings).³
8. This Warranty does not cover user level maintenance and user level operations that can normally be performed by the buyer.⁴
9. This Warranty is valid only for the original Buyer and is non-transferable.⁵
10. Alteration or removal of a product warranty seal or component serial number will void this Warranty.
11. This Warranty shall apply to only those parts that have been sold by Laser Shot.
12. This Warranty does not provide repair or replacement for the following:
 - a. Image burn-in to Monitors, Televisions, or Projectors.
 - b. Any product that has been modified by non-Laser Shot approved technicians, which includes the Customer, and such modification interferes with or raises the cost of repair, creates a safety hazard, or results in a product malfunction.
 - c. Damage, malfunction, or service failure that results from:
 - i. The Customer's failure to follow Laser Shot's installation, operation, or maintenance instructions, and/or manuals;
 - ii. Attaching the product to any unapproved third party device or equipment;
 - iii. Abuse, misuse, or negligence; or
 - iv. Power failures or surges, lightning, fire, flood, pest damage, accident, actions of third parties, and any other event outside Laser Shot's reasonable control or not arising under normal operating conditions.
13. THIS WARRANTY IS SUBJECT TO THE REPAIR AND REPLACEMENT PROCEDURES FOR STANDARD AND EXTENDED WARRANTIES AND THE LIMITATION OF WARRANTY CLAUSE, THE CONTENTS OF WHICH ARE HEREBY INCORPORATED INTO THIS WARRANTY AS IF FULLY SET OUT HEREIN.

¹ Unless determined by Laser Shot that telephone and email support failed to identify the issue and a field technician is required to diagnose.

² Unless determined by Laser Shot that telephone and email support failed to resolve the issue and a field technician is required to make repairs or replace product on site.

³ Consumables are generally defined as items that are reduced or destroyed with use and have a useful lifespan that can be reduced or extended based on frequency of use.

⁴ If a service call is made by a Laser Shot field technician under a warranty support request and found that the issue was a user level error, Laser Shot reserves the right to invoice the buyer for the labor and expenses associated for the service call.

⁵ In the event the purchase is meant to be a donation or gift to an organization, the original buyer needs to notify Laser Shot of this intent and provide the end user's information for warranty registration.



EXTENDED WARRANTY – SIMULATORS

During the original term and any renewals, this Extended Warranty extends Laser Shot's Standard 12-month Warranty according to the following terms and conditions:

1. Applicable Products: The Extended Warranty is available for all Laser Shot products, with the exception of Range and Shoot House structures.¹
2. Purchase and Renewal:
 - a. The Extended Warranty may be purchased at the same time as the warranted products or at any time while the Standard Warranty is in effect.
 - b. The Extended Warranty may be renewed as long as it has not been allowed to lapse.
 - c. This Warranty may be renewed a maximum of two times, providing two years of extended coverage in addition to the 12-Month Standard Warranty providing a maximum three years of warranty coverage.
 - d. Any coverage beyond three years will require a custom quote and may require possible inspection of products.²
3. THIS WARRANTY IS SUBJECT TO THE REPAIR AND REPLACEMENT PROCEDURES FOR STANDARD AND EXTENDED WARRANTIES AND THE LIMITATION OF WARRANTY CLAUSE, THE CONTENTS OF WHICH ARE HEREBY INCORPORATED INTO THIS WARRANTY AS IF FULLY SET OUT HEREIN.

¹ Ranges and Shoot House Structures have an independent Extended Warranty available.

² Due to obsolescence and technical advances or availability of components, a technical refresh of components may be necessary.



SERVICE AGREEMENTS – SIMULATORS

During the original term and any renewals, various optional Service Agreements are available for purchase that provide additional services in addition to the Standard or Extended Warranties.

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT – SIMULATORS

1. This Agreement may be renewed a maximum of two times, for a total of three years. Customers of this Service Agreement may choose the frequency of inspections: Annual, Semiannual, Quarterly, and custom schedules are available.
2. Under this Agreement Laser Shot will send a certified Field Technician to the on-site location to perform maintenance on the simulator, which may include the following:
 - a. Projectors
 - i. Clean Filters
 - ii. Reset Filter Time
 - iii. Clean lens with air to prevent burn in marks
 - iv. Replace lamp bulbs
 - v. Confirm all settings
 - b. Computers
 - i. Conduct video card tests
 - ii. Conduct memory tests
 - iii. Confirm all settings
 - iv. Remove from Rack
 - v. Clean Air Intake Filters
 - vi. Inspect Cooling Fans, Power Supply, Video Ports, USB Ports
 - vii. Confirm Windows Settings, Resolution, Firewalls
 - viii. Perform Back up of Scenario and Training Files
 - ix. Install any software version patches
 - c. Hit Detection Cameras
 - i. Inspect Camera for functionality
 - ii. Inspect Camera Image
 - iii. Inspect Cable Connections
 - iv. Recalibrate all Hit Detection Cameras
 - d. Networking (if applicable)
 - i. Check all network ports/cables for connectivity
 - ii. Confirm all IP settings
 - iii. Record all IP configurations and addresses, save to back up
 - e. Simulated Weapon Systems (if applicable)
 - i. Replace seals and “O rings”
 - ii. Lubricate weapons
 - iii. Tighten fittings and fasteners
3. The price of this Service Agreement includes the labor and transportation for the Laser Shot Field Technician, coordination of third party service providers, any additional labor associated with replacing consumables, and the cost of replacement consumables.
4. Due to the travel expenses associated with various geographic locations, Laser Shot will quote Service Agreements individually for each Buyer once a location is determined and an accurate quote can be created.



5. This Service Agreement does not provide for the following:
 - a. Any warranty work on Range or Shoot House Structures.¹
 - b. Parts and labor for repair of products not under warranty.
 - c. Additional site visits related to diagnosing or repairing products under warranty.
 - d. Software Feature Upgrades.

DISCLAIMER: This Service Agreement does not negate the user level requirements for manufacturer published maintenance recommendations. For example, pre-filters have a very short service life and must be changed frequently; however, pre-filters are much cheaper to replace than the HEPA filters they *protect*. The Customer is responsible for proper service and maintenance of the covered Range or Shoot House between scheduled service visits.

Scheduled maintenance visits must be scheduled a minimum of three weeks in advance.

FULL COVERAGE SERVICE AGREEMENT – SIMULATORS

1. This Agreement may be renewed a maximum of two times, for a total of three years.
2. Under this Agreement Laser Shot will provide the following:
 - a. Terms and conditions of Laser Shot Standard Warranty.
 - b. Laser Shot Extended Warranty for each year of Full Coverage Service Agreement.
 - c. Quarterly Preventative Maintenance Service Agreement.
 - d. Includes replacement of consumables (filters, projector bulbs, seals).
 - e. Parts and Labor for all repairs of defective or inoperable products.
 - f. On-Site visits, if deemed necessary to diagnose, repair or replace product that is prohibitive to send back to a Laser Shot facility for repair.
 - g. Software feature upgrades.²
3. This Service Agreement does not provide for the following:
 - a. Special visits to support training or demonstration efforts.
 - b. Custom feature upgrades to software titles.³
 - c. Refresher Training.⁴

¹ Ranges and Shoot House Structures have an independent Service Agreement available. If simulator products are installed inside a Range Structure or Shoot House, this agreement covers only the simulator products. Both service agreements should be purchased for complete coverage.

² In the event that any software title purchased by the Buyer has any feature upgrades released, the Buyer will receive feature upgrades at no additional cost during the Agreement period if the following conditions are met: (1) the feature upgrades may not cost more than 25% of the price paid for the software title, and (2) if the software title provides feature upgrades under an annual service agreement, then the customer must purchase the service agreement.

³ Buyer will not be eligible to request development of new custom features without custom development fees.

⁴ Refresher Training requests will be quoted to the Buyer.



STANDARD WARRANTY RANGE AND SHOOT HOUSE STRUCTURES

Laser Shot will repair or replace, at its discretion, any product that is defective in material or workmanship, without charge to the Customer, subject to the following terms and conditions:

1. Laser Shot's Standard Warranty provides 12 months of coverage beginning on the day of delivery to Buyer, unless otherwise agreed in writing.
2. This warranty provides coverage for the following:
 - a. Electrical and lighting installed by Laser Shot or authorized subcontractor.
 - b. Heating Ventilation and Air Conditioning (HVAC) systems installed by Laser Shot or authorized subcontractor.
 - c. Range interior ceiling, walls, and flooring.
 - d. Bullet Trap.¹
 - e. Control room and operator station components.²
3. Laser Shot's Standard Structural Warranty for Range and Shoot Houses is five years.³ Range and Shoot House Structures are defined as the following:
 - a. Any modular, mobile or permanent range facility whereas Laser Shot provided a structure to contain the use of live ammunition within the facility.
 - b. The physical structure of the Range is defined as the structural walls, ceiling, and floor forming the ballistic containment area, maintenance area(s), classroom area(s) and control room(s).
 - c. The structure is warranted to be free from manufacturer's defects that may result in leaks, structural integrity failure, and ballistic containment failure.⁴
 - d. Parts and labor are provided per the structural warranty to make any necessary repairs on site.
4. This Warranty includes e-mail and telephone tech support and assistance during the 12-month warranty period. Normal business hours are Monday-Friday 0800-1700 Central Standard Time (CST). After hours support is Monday-Friday 1700-2300 CST and 0800-2300 CST Saturday-Sunday and holidays.
5. This warranty provides shipping costs for all Return Material Authorizations (RMA) for repairs during the first 30 days of the warranty period.⁵ The Buyer will be responsible for paying shipping to deliver the items to be repaired for items returned more than 30 days after delivery. Buyer is responsible for following RMA procedures and policies from Laser Shot's Customer Service and Support department, which may include delivering returns to third parties for repair and/or maintenance.

¹ Warrants the design for intended use, excluding consumable materials and improper use.

² This warranty is inclusive of those components that are associated with control of lighting, HVAC, or non-virtual target systems. This Extended Warranty excludes Laser Shot virtual targetry components.

³ Structure is defined as exterior cladding material, armor, armor holding structure, concrete walls, and concrete foundation.

⁴ Ballistic containment is dependent upon Buyer's strict compliance with manufacturer's maintenance and operation and use recommendations, including completion of regular scheduled inspection of all structures and system components, as well as timely completion of any repairs deemed necessary by Laser Shot.

⁵ Some items may not be suitable for shipping due to size and weight, in these cases Laser Shot will make efforts to repair on-site.



6. This warranty does not provide for the following:
 - a. On-site diagnostic and or troubleshooting of product.¹
 - b. On-site repair or replacement or replacement of product.²
 - c. Relocation, disassembly or reassembly of any modular range or its components, unless such services were performed by Laser Shot employees or under the direct supervision of Laser Shot employees. In other words, should a modular range be relocated, disassembled or reassembled by anyone other than Laser Shot employees or under the direct supervision of Laser Shot employees, any remaining warranty shall be voided.
 - d. Issues arising from foundation problems not caused by Laser Shot, including but not limited to cracking, shifting, sinking, crumbling or insufficient load-bearing capability.
7. This Warranty is exclusive of Laser Shot Simulator components installed in Ranges or Shoot Houses.³
8. This Warranty does not provide repair or replacement for the following:
 - a. Consumable ballistic tiles, consumable bullet trap material, ballistic concrete, light bulbs, HVAC filters, image burn-in to Monitors, Televisions, or Target Screens.
 - b. Any product that has been modified by non-Laser Shot approved technicians, which includes the Customer, and such modification interferes with or raises the cost of repair, creates a safety hazard, or results in a product malfunction.
 - c. Damage, malfunction, or service failure that results from:
 - i. The Customer's failure to follow Laser Shot's installation, operation, or maintenance instructions, and/or manuals.
 - ii. Attaching the product to any unapproved third party device or equipment.
 - iii. Abuse, misuse, or negligence.
 - d. Power failures or surges, lightning, fire, flood, pest damage, accident, actions of third parties, acts of God and any other event outside Laser Shot's reasonable control or not arising under normal operating conditions.
9. ALL WARRANTIES ARE VOID IF CUSTOMER FAILS TO STRICTLY ADHERE TO ALL PRESCRIBED MAINTENANCE AND OPERATIONAL PROTOCOLS. BALLISTIC CONTAINMENT FAILURES CAN OCCUR IF ROUNDS ARE REPEATEDLY AND PURPOSEFULLY CONCENTRATED IN ANY ONE SPECIFIC AREA. REGULAR MAINTENANCE AND ROUTINE VISUAL INSPECTIONS MUST BE PERFORMED TO ENSURE SAFE OPERATION OF ALL RANGE AND SHOOT HOUSE STRUCTURES.

¹ Unless determined by Laser Shot that telephone and email support failed to identify the issue and a field technician is required to diagnose.

² Unless determined by Laser Shot that telephone and email support failed to resolve the issue and a field technician is required to make repairs or replace product on site.

³ Laser Shot simulator components for virtual targetry would be is covered under conditions of Laser Shot's Standard Warranty – Simulators and/or optional Service Plans.



EXTENDED WARRANTY RANGE AND SHOOT HOUSE STRUCTURES

During the original term and any renewals, this Extended Warranty extends Laser Shot's Standard 12-month Warranty according to the following terms and conditions:

1. This Extended Warranty provides coverage for the following:
 - a. Electrical and lighting installed by Laser Shot or authorized subcontractor.
 - b. Heating Ventilation and Cooling (HVAC) systems installed by Laser Shot or authorized subcontractor.
 - c. Bullet Trap.¹
 - d. Control room and operator station components.²
2. This warranty does not provide for the following:
 - a. Any extension of the original five year structural warranty.
 - b. On-site diagnostic and or troubleshooting of non-structural product.³
 - c. On-site repair or replacement or replacement of non-structural product.⁴
3. This Warranty is exclusive of Laser Shot Simulator components installed in Ranges or Shoot Houses.⁵
4. This Warranty does not provide repair or replacement for the following:
 - a. Consumable ballistic tiles, consumable bullet trap material, light bulbs, HVAC filters, image burn-in to Monitors, Televisions, or Target Screens.
 - b. Any product that has been modified by non-Laser Shot approved technicians, which includes the Customer, and such modification interferes with or raises the cost of repair, creates a safety hazard, or results in a product malfunction.
 - c. Damage, malfunction, or service failure that results from:
 - i. The Customer's failure to follow Laser Shot's installation, operation, or maintenance instructions, and/or manuals.
 - ii. Attaching the product to any unapproved third party device or equipment.
 - iii. Abuse, misuse, or negligence.
 - iv. Power failures or surges, lightning, fire, flood, pest damage, accident, acts of God, actions of third parties, and any other event outside Laser Shot's reasonable control or not arising under normal operating conditions.
5. Purchase and Renewal:
 - a. The Extended Warranty may be purchased at the same time as the warranted products or at any time while the Standard Warranty is in effect.
 - b. The Extended Warranty may be renewed as long as it has not been allowed to lapse.
 - c. This Warranty may be renewed a maximum of two times, providing two years of extended coverage in addition to the 12-Month Standard Warranty providing a maximum three years of warranty coverage.

¹Warrants the design for stated/intended use, excluding consumable materials and improper or unauthorized use.

² This warranty is inclusive of those components that are associated with control of lighting, HVAC, or non-virtual target systems. This Extended Warranty excludes Laser Shot virtual targetry components.

³ Unless determined by Laser Shot that telephone and email support failed to identify the issue and a field technician is required to diagnose.

⁴ Unless determined by Laser Shot that telephone and email support failed to resolve the issue and a field technician is required to make repairs or replace product on site.

⁵ Laser Shot simulator components for virtual targetry is covered under conditions of Laser Shot's Standard Warranty – Simulators or optional extended warranty.



- d. Any coverage beyond three years will require a custom quote and may require possible inspection, upgrades or purchase of replacement products.¹
6. THIS WARRANTY IS SUBJECT TO THE REPAIR AND REPLACEMENT PROCEDURES FOR STANDARD AND EXTENDED WARRANTIES AND THE LIMITATION OF WARRANTY CLAUSE, THE CONTENTS OF WHICH ARE HEREBY INCORPORATED INTO THIS WARRANTY AS IF FULLY SET OUT HEREIN.
7. ALL WARRANTIES ARE VOID IF CUSTOMER FAILS TO STRICTLY ADHERE TO ALL PRESCRIBED MAINTENANCE AND OPERATIONAL PROTOCOLS. BALLISTIC CONTAINMENT FAILURES CAN OCCUR IF ROUNDS ARE REPEATEDLY CONCENTRATED IN ANY ONE SPECIFIC AREA. REGULAR MAINTENANCE AND ROUTINE VISUAL INSPECTIONS MUST BE PERFORMED TO ENSURE SAFE OPERATION OF ALL RANGE AND SHOOT HOUSE STRUCTURES.

¹ Due to obsolescence and technical advances or availability of components, a technical refresh of components may be necessary.



SERVICE AGREEMENTS

RANGE AND SHOOT HOUSE STRUCTURES

During the original term and any renewals, various optional Service Agreements are available for purchase that provide additional services in addition to the Standard or Extended Warranties.

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

RANGE AND SHOOT HOUSE STRUCTURES

During the original term and any renewals, this Service Agreement provides for inspection, routine maintenance and replacement of consumables:

1. This Agreement may be renewed a maximum of two times, for a total of three years. Customers of this Service Agreement may choose the frequency of inspections: Annual, Semiannual, Quarterly, and custom schedules are available.¹
2. Under this Agreement Laser Shot will send a certified Range Maintenance Technician to the range location to perform maintenance on the range facility, which may include replacing, consumed ballistic tiles, block traps, and air filters. Laser Shot will work with Range and Shoot House owners to design a Service Plan that fits their requirements.
3. The price of this Service Agreement includes the labor and transportation for the Laser Shot technician, coordination of third party service providers, any additional labor associated with replacing consumables, and the cost of replacement consumables.
4. Due to the travel expenses associated with various geographic locations, Laser Shot will quote Service Agreements individually for each Buyer once a location is determined and an accurate quote can be created. Due to the nature of range customization and fabrication with various ballistic materials, Laser Shot cannot predetermine an accurate number of consumable materials for range maintenance that applies to all customers. Therefore, Laser Shot will quote Service Agreements individually for each Buyer once consumable materials can be determined and an accurate quote can be created.
5. This Service Agreement provides for the following:
 - a. Inspection of Electrical and lighting
 - i. Replacement of consumable light bulbs as needed.
 - b. Inspection and preventative maintenance procedures for Heating Ventilation and Cooling (HVAC) systems by authorized technician.
 - c. Annual On-Site Range Ventilation System airside test and rebalance. Verify, adjust and recalibrate range ventilation controls. Provide Range Ventilation Certification.
 - d. Inspection of Range interior ceiling, walls, and flooring.
 - i. Replacement of consumable ballistic tiles that are deemed unserviceable.
 - e. Inspection of Bullet Trap.²
 - f. Inspect Control Room and operator station components.
 - g. Inspect target turning or static target equipment (if applicable).

¹ By default the site visits will be scheduled in even increments, unless a custom schedule is chosen. The cost of the Service Agreement is based on the number of visits scheduled per calendar year.

² Cleaning and harvesting of bullet trap can be quoted as a separate service.



DISCLAIMER: This Service Agreement does not negate the user level requirements for manufacturer published maintenance recommendations. For example, pre-filters have a very short service life and must be changed frequently; however, pre-filters are much cheaper to replace than the HEPA filters they *protect*. The Customer is responsible for proper service and maintenance of the covered Range or Shoot House between scheduled service visits.

FULL COVERAGE SERVICE AGREEMENT RANGE AND SHOOT HOUSE STRUCTURES

1. This Agreement may be renewed a maximum of two times, for a total of three years.¹
2. Under this Agreement Laser Shot will provide the following:
 - a. Terms and conditions of Laser Shot Standard Warranty.
 - b. Laser Shot Extended Warranty for each year of Full Coverage Service Agreement.
 - c. Quarterly Maintenance Service Agreement
 - d. Includes replacement of consumables (filters, light bulbs, damaged ballistic tiles).
 - e. Parts and Labor for all repairs of defective or inoperable products.
 - f. On-Site visits, if deemed necessary to diagnose, repair or replace product that is prohibitive to send back to a Laser Shot facility for repair.
 - g. Annual On-Site Range Ventilation System airside test and rebalance. Verify, adjust and recalibrate range ventilation controls. Provide Range Ventilation Certification.
3. This Service Agreement does not provide for the following:
 - a. Special visits to support training or demonstration efforts.
 - b. Refresher Training.²

CUSTOM SERVICE AGREEMENTS

For Buyers wanting additional services or enhanced coverage for their products, Laser Shot offers the option of creating tailored Service Agreements to meet the individual needs of the Buyer.

¹ Due to obsolescence and technical advances or availability of components, a technical refresh of components may be necessary.

² Refresher Training requests will be quoted to the Buyer.



REPAIR OR REPLACEMENT PROCEDURES

All customers requiring assistance must contact Laser Shot Customer Service and Support.
| Email-techsupport@lasershot.com | Web-www.lasershot.com/techsupport | Phone- 281.686.2723 |

1. Contact: A Customer Service and Support Representative will collect Buyer's contact information and initiate a trouble ticket.
2. Information Collection: Information regarding the problem will be gathered, recorded and a Laser Shot Customer Service and Support Representative will attempt to resolve the issue telephonically or through email with the Buyer or Buyer's representative. All attempts will be made to resolve the issue as quickly as possible.
3. Return Materials Authorization: If a product or component is determined by a Laser Shot technician or representative as needing to be returned for repair or replacement, the case will be escalated to a Return Materials Authorization (RMA) and Buyer will be given return shipping instructions.
 - a. For simulator items returned within 60 days of delivery, Seller will provide ground shipping both ways. The buyer will be responsible for paying shipping to Seller's location for simulator items returned more than 60 days after delivery. Seller may direct Buyer to return the items to a third party for repair and/or maintenance.
 - b. For items no longer under Warranty, the Buyer is responsible for all repair and shipping costs.
4. Evaluation and Repairs for items no longer under Warranty:
 - a. For items no longer under Warranty, Buyer is responsible for all repair and shipping costs.
 - b. A \$75.00 (USD) Evaluation Fee will be assessed. If Buyer authorizes repair, the evaluation fee will be applied to any repair charges.
 - c. Non-Warranty Repairs are subject to a minimum one hour labor cost (\$75.00 USD) in addition to any repair parts or components. If the item must be sent to a third party for repair, then a \$75.00 (USD) handling fee will be added to the third party repair cost. Buyer will be provided with an estimate of repair costs before any repairs are performed.
5. On-Site Service Call Visits for items no longer under Warranty or not possessing a Service Agreement:
 - a. For items no longer under Warranty, Buyer is responsible for all repair and shipping costs.
 - b. Buyer will be responsible for travel expenses and labor for a certified technician to conduct an on-site visit and diagnose or make repairs.
 - c. Buyer will be responsible for parts and labor associated with repairs.



LIMITATION OF WARRANTY

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT NOT PROHIBITED BY LAW, ALL STATUTORY WARRANTIES ARE HEREBY WAIVED AND EXCLUDED FROM THIS WARRANTY. LASER SHOT EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THESE LIMITED WARRANTIES. IN NO EVENT SHALL LASER SHOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TRAIN LIKE A CHAMPION



"I TRAIN WITH LASER SHOT"

- MAX MICHEL

7X SPEED SHOOTING WORLD CHAMPION
& WORLD RECORD HOLDER



LASER SHOT[®]

SIMULATIONS

PERSONAL SKILLS TRAINER CATALOG

Exhibit B
➤ IMMERSIVE SIMULATORS ➤ TRAINING SOFTWARE ➤ SIMULATED FIREARMS ➤ LIVE-FIRE RANGES

HEADQUARTERS STAFFORD, TX



SRT FABRICATION SUGAR LAND, TX



ABOUT US

Laser Shot provides affordable, alternative training solutions for military and law enforcement professionals. Since its establishment in 1999, Laser Shot has remained committed to developing the most realistic and practical firearm simulators, crew training simulators, and live-fire facilities available worldwide.

Laser Shot offers progressive training solutions that are applicable to all skill levels, adaptable for individual customer needs—all while focusing on “train-as-you-fight” core principles. Our training solutions augment existing programs with safe alternatives by using technologically-advanced simulations for immersive training. In live-fire facilities, they turn conventional, mundane ranges and shoot houses into exceptional, cutting-edge facilities.

Exhibit B

Laser Shot, Inc.

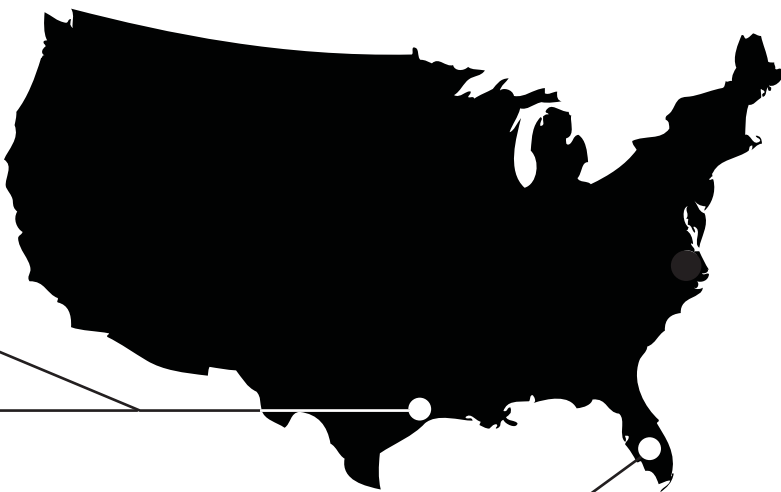
Corporate Office
4214 Bluebonnet Drive
Stafford, Texas 77477
Phone: 281.240.1122

Shooting Range Technologies (SRT)

Fabrication
730 Sartartia Rd
Sugar Land, Texas 77479
Phone: 281.240.1122



SRT FABRICATION SUGAR LAND, TX



Laser Shot, Inc.
Regional Office and Simulation Center
3050 Technology Parkway Suite 130
Orlando, FL 32826
Phone: 407.273.1600
Exhibit B

CONTENTS

SYSTEMS	06
TRAINING SOFTWARE	13
SIMULATED FIREARMS	25
ACCESSORIES	30
RANGES	32

Since 1999, Laser Shot has researched camera technology to find an optimum method for tracking simulated firearms using visible and infrared lasers. Laser Shot cameras are truly state-of-the-art. When combined with Laser Shot's proprietary sub-pixel laser tracking algorithm, the end result is the fastest and most accurate tracking method available for simulated firearms on the market today.

Laser Shot's camera technology is an integral piece of large-scale military training simulators currently in use throughout the United States and abroad. Of the many reasons why military clients choose Laser Shot for their firearms simulation needs, perhaps none are as important as the unparalleled level of tracking accuracy afforded by our uniquely advanced camera technology suite.



LASER SHOT HIT DETECTION CAMERA

Our Laser Shot hit detection cameras are the workhorse for our firearm simulators. The Laser Shot Detection Cameras' detect the location of the visible and/or infrared lasers emitted from the various simulated firearms and transmits the recorded data to the computer to display the location of the impact.

BENEFITS

- Use live firearms against virtual targetry
- USB 2.0 hi-speed port
- Adaptable to nearly any live-fire facility
- Functional with Simunition™, UTM™, rubber paintball, or airsoft rounds

PERSONAL SKILLS TRAINER DESIGN AND OPTIONS

Laser Shot camera technology is available to the everyday person. Whether you are a professional firearms competitor, recreational sport shooter or shooting enthusiast, at Laser Shot we understand that accuracy of the camera technology suite is most important. When you choose a system backed by years of research and proven by military testing, you know that you are shooting a Laser Shot Simulator.

Laser Shot has designed shooting simulator systems that can be purchased in a number of convenient ways. From mounted high tech/high dollar systems designed for multi-million dollar homes and installed by Laser Shot's dealer/integrator affiliates, to small ultra-short throw projectors and complete portable systems that require no installation.

Laser Shot offers turn-key portable range simulators that have all the features in one complete package. The choice and options are yours.



“As a professional shooter, travel, time and convenience as well as repetition and extreme accuracy makes all the difference in training. Laser Shot provides a realistic solution for all five concerns.”

- Max Michel

*The only person in the world to hold
7 World Speed Shooting titles (2013 - 2016)*



FIREARM COMPATIBILITY



SYSTEM TYPE



SYSTEMS

Laser Shot develops consumer shooting simulators for everyone who enjoys firearms training and fun. Laser Shot simulators train the serious world class competitors, the average person who wants to improve their shooting skills for both protection and self confidence, to the private consumer and hunter education markets as well.

The precision accuracy is there for all, but the different firearms options, software, screens and installation, change the costs and seriousness of the training. With recoil firearms, inserts for your own firearm, and multiple software titles from which to choose, there is a system to fit any shooters' needs.

Laser Shot offers a variety of simulators with options for pre-construction planning, to after-market installation in your current establishment or residence, to complete portability, with our PSATS (Portable Small Arms Training Simulator) to our latest SimRange, short throw projector system with integrated camera technology.

Please visit LaserShot.com for more information.

**PSATS****PORTABLE SMALL ARMS TRAINING SIMULATOR**

SYSTEM TYPE



PORTABLE

FIREARM
COMPATIBILITYRECOIL
CONVERSION KIT

RECOIL



DRYFIRE



LASER INSERT

PSATS is a portable firearms training simulator with all critical system hardware (projector, hit detection camera, computer, keyboard, mouse, and speakers) mounted in fixed positions inside the durable polymer carry case on a sliding rack for easy accessibility.

KEY FEATURES

- Projector
- Speakers
- 4U Carrying Case
- Keyboard & Mouse
- Gaming Console
- Wireless Tablet and Router

SOLD SEPARATELY

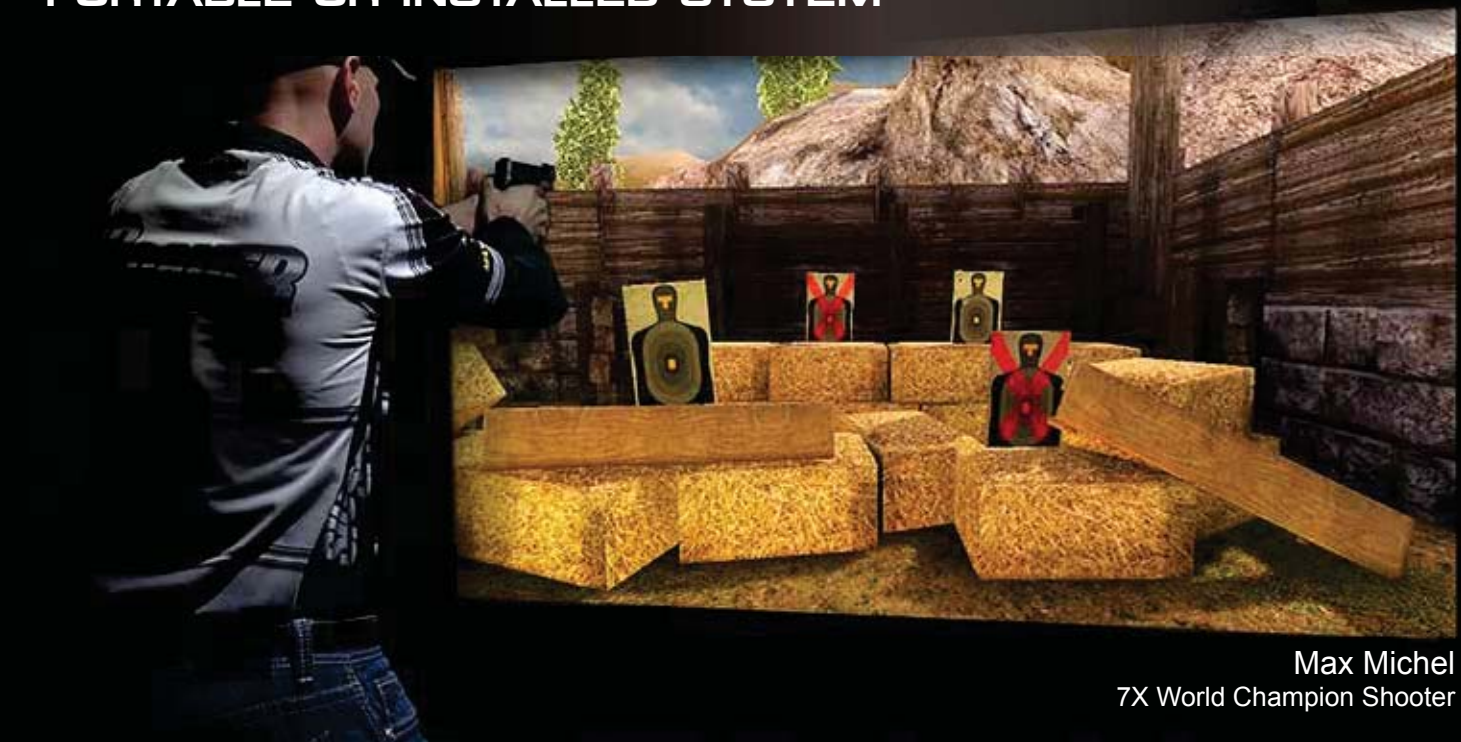
- Simulated Firearms
- Software
- Screen
- For more options and training courses, please call 281.240.1122

DETAILS

- Weight: 33lbs
- Ultra-Portable
- Dimensions: 22"W x 22"D x 10"H
- Plug and Play Set-up



PORTABLE OR INSTALLED SYSTEM



Max Michel
7X World Champion Shooter

SIMRANGE

ULTRA-SHORT THROW / BUILT-IN HIT DETECTION CAMERA

SYSTEM TYPE



WEAPON COMPATIBILITY



SimRange™ simulates a traditional shooting range but with the use of virtual targets. Laser Shot's newest technology allows ultra-short throw projectors with integrated hit detection cameras to be installed within 18" of the screen surface reducing the overall footprint required.

In the past, firearms simulators required installing an independent laser hit detection camera adjacent to the projector requiring careful positioning and calibration. If you had a portable firearms simulator this meant you had to perform this task every time you set up and took down for training. The **SimRange™** by Laser Shot solves that problem by integrating the hit detection camera inside the projector ensuring that it is always properly aligned and ready to go when you set it up.



KEY FEATURES

- Scalable for larger training throughput
- Exceptional video quality in 1080P HD
- Increases shooter's proficiency, confidence, and skill levels
- Safely conducts firearms training without the need for ballistic facilities or live-fire weapons

LASER SHOT WEBCAM RANGE

The Laser Shot Webcam Range provides users a simple solution using a webcam and Laser Shot software to perform basic firearms training. Shooters can apply the fundamentals of pistol training with a Laser Shot Webcam Range and not have to worry about live firearms or ammunition while training. Laser Shot Webcam Range only works with visible laser firearms and inserts.

ITEMS INCLUDED

- Webcam
- Webcam Range Software
- Manual

OPTIONAL ITEMS

- Visible Laser Firearms
- Visible Laser Firearm Accessories
- Laptop
- Camera Tripod
- Targets



*Laser Shot Webcam Range only sees and records visible laser firearms and inserts.



CURVED SCREEN SYSTEM

FULLY IMMERSIVE ENVIRONMENT

SYSTEM TYPE



WEAPON COMPATIBILITY



TRAINING TYPE



Laser Shot's **Curved Screen Simulators** have modernized the immersive virtual training industry.

By utilizing a curved, seamless screen, we are able to create an uninterrupted image, offering the most realistic firearms training experience available.

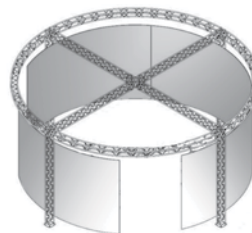
Immersive virtual training replicates live-fire training an individual would receive on a traditional shooting range.

This offers a large variety of targets, qualification courses, and skill drills. Shooters can fine tune their small arms fundamentals with our Skill Drills Training Modules as well as put themselves into realistic use of force situations with our Judgmental Training Software (JTS).

(Compatible with the 90 Degree Curve/Compatibility with 180 Degree Curve coming soon.)



90 Degree Curve Screen
15' x 15' Footprint
9' Height



360 Degree Curve Screen
30' x 30' Footprint
22.9' Diameter
9.5' Height



180 Degree Curve Screen
19'10" Front Width
12'3" Height

TRAINING CAPABILITIES

- Long and Short Range Marksmanship
- Collective Exercise
- Shoot/Don't Shoot Scenario

FEATURES

- LS Ultra Short Throw Video Projector
- Gaming Console
- Modular Truss Designs/ Hard Mount Installs
- Seamless Screens
- 7 M Curved Screen with Truss Structure
- Speaker set
- Non-tethered or tethered weapons



The Laser Shot Curve Screen is ideal for virtual ranges, sporting events, or cinema. Boasting a massive HD picture field of view, the Curve is the ultimate immersion experience and comes in a variety of sizes.

INCLUDES

- Laser Hit Detection Camera
- Gaming Console
- Wireless Keyboard & Mouse
- Short Throw Projector
- Amplified Monitor Speakers
- Curved Screen
- Truss System

IMMERSIVE FEATURES

- Customizable configurations for an array of environments
- Great for cinema and multimedia
- HD picture quality

FLAT SCREEN SYSTEM

Laser Shot works on any flat screen supporting 16 x 9 image sizes. Small, medium and large, Laser Shot has installed simulators of all sizes. As an after-market installation it is as simple as installing the Laser Shot camera near the video projector, run a USB or Ethernet cable from the camera to the computer and install a HDMI video cable from the computer to the video projector, if there hasn't already been one installed. Two cords and two screws, it couldn't get easier than that!



SYSTEM TYPE



PORTABLE



INSTALLED



LIVE FIRE

FIREARM COMPATIBILITY



RECOIL
CONVERSION KIT



RECOIL



DRYFIRE



LASER INSERT

TRAINING TYPE



SKILL BUILDING



QUALIFICATION



MARKSMANSHIP

TRAINING SOFTWARE

Laser Shot recognizes that the key to successful training will come from a combination of both hardware and software. To that end, Laser Shot believes in developing the most realistic and effective training software available.

Laser Shot's virtual targetry software replicates current military and law enforcement training standards. Proven training methods provided by subject matter experts in the law enforcement industry have been instrumental in advancing individual skill sets.

Laser Shot also understands that organizations may have different training needs so we pride ourselves in working with our customers to develop specific software that meets their requirements.



CONCEALED CARRY



JTS CONCEALED CARRY TRAINING SOFTWARE

TRAINING TYPE



SYSTEM TYPE



WEAPON COMPATIBILITY



Armed professionals whether they be military, law enforcement, or **Concealed Carry Holders**, must be able to perform under high stress conditions. These conditions may include multiple threats, innocent civilians, reduced light, reloads, and weapon malfunctions. History has shown that traditional firearms qualification training alone is insufficient to prepare individuals to perform under the stress of deadly force encounters.

Laser Shot's Judgmental Training Software (JTS) is a high definition, video-based, use-of-force training solution. Training scenarios are presented with armed professionals that develop decision making and performance skills associated with use-of-force encounters. JTS incorporates the latest in firearms training technology to reinforce proper judgment and decision making.

JTS trains individuals to respond to an unknown stimulus that requires situational interpretation based upon the context of the encounter. Performance can be evaluated based on the individual's decision, weapon manipulation, tactics, and articulation against both the law and agency policy. This training enhances real world performance by developing mental models that support critical decision making under stress that can offset the consequences of loss of life, personal injury, criminal liability, civil liability, or job loss.

JTS includes state-of-the-art features with multiple outcomes per scenario that instructors can run from the fixed system or tablet instructor station and can either escalate or de-escalate the situation based on the individual's decisions. JTS also includes the ability to record the individual's actions and commands during the scenario for later review to identify strengths and areas for improvement. The after action review also shows shot placement and response times to assess marksmanship skills.



JTS Scenario - Burglary

BENEFITS

- Proactively monitor reactions to scenarios
- Identify areas where use-of-force retraining may be necessary
- Customize scenarios and replicate events for training purposes

KEY FEATURES

- Authoring station
- HD quality scenarios
- Easy-to-use interface
- After action reviews (AAR)
- Multi-scenario outcome capability
- Interactive, immersive, and intuitive
- Instructor driven or automated scenario outcome
- Dynamic scenarios with user controlled outcomes
- Multi-point hit-zone design for easier hit-zone creation



JTS Scenario Building Tool



CQC

SOFTWARE TITLES

PERSONAL SKILLS TRAINING



Rabbit Hunter



Flooded Timbers



Air Assault



Reaction Plates



Dove Hunter



Xtreme Squirrel

TITLES

- Air Assault
- Bear Hunter
- Course of Fire
- CQC - Close Quarters Combat
- Dart Duel - 01s
- Dart Duel - Cricket
- Dart Duel - High Score
- Dart Duel - Shanghai
- Dove Hunter
- Endless Easterns
- European Tower Hunting: Pheasant Hunt
- Five Stand
- Flooded Timbers
- Flying Rubber Ducky
- Full Boar
- Goblin Goults
- Hunting Targets
- JTS - Judgmental Training Software
- Mallard Hunt
- Mallard Madness
- Merriam Madness
- Midway Mallard
- Osceola Outbreak
- Practical Shooting Alpha
- Practical Shooting Bravo
- Practical Shooting Charlie

Exhibit B



Full Boar

SOFTWARE TITLES

PERSONAL SKILLS TRAINING

TITLES

- Practical Shooting Delta
- Practical Shooting Echo
- Practical Shooting Foxtrot
- Prairie Dog Hunt
- Pro Shooting Challenge 1
- Pro Shooting Challenge 2
- Pro Shooting Challenge 3
- Pro Shooting Challenge 4
- Pro Shooting Challenge 5
- Rabbit Hunter
- Reaction Plates
- Rio Roundup
- Roe Deer Hunter
- Shapes and Colors
- Skill Drills 1
- Skill Drills 2
- Skill Drills 3
- Speed Trap II
- Steel Challenge
- Target Shootin'
- The Pirate Ship
- The Saloon
- Virtual Hunting HD
- Wild Turkey Shooting Gallery
- Xtreme Squirrel Hunt
- Zombie Hunting



Practical Shooting - Charlie



The Saloon



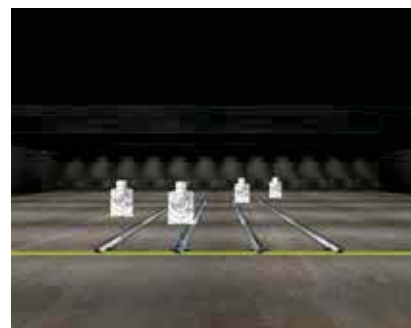
Pro Shooting Challenge



Roe Deer Hunter



Prairie Dog Hunt



Skill Drills 1



PRACTICAL SHOOTING

6 COMPETITION SHOOTING TITLES

TRAINING TYPE



WEAPON COMPATIBILITY



Competition shooting tests the ability to shoot both quickly and accurately.

Laser Shot took these skill sets into consideration and created challenging courses that will help shooters further develop their technique. It gives a shooter the ability to train in the comforts of an indoor environment all year round. This software paired with Laser Shot hardware enables a shooter to easily train for any competition shooting match.

- Competitive scoring system
- Time and accuracy scoring factors
- Shoot / no-shoot targets
- Simulates actual course pathways
- Wood and metal targets



ALPHA



BRAVO



CHARLIE



DELTA



ECHO



FOXTROT



COURSE OF FIRE

QUALIFICATION TRAINING COURSEWARE

TRAINING TYPE



SYSTEM TYPE



WEAPON COMPATIBILITY



Course of Fire™ enables users to replicate the traditional shooting range experience. It is designed for the purpose of helping law enforcement agencies meet their firearms training standards. The user-friendly interface features include a simple menu, course editor, and language editor.

KEY FEATURES

- Immediate feedback
- Easy-to-use interface
- Scalable for higher throughput
- Accurately sized targets and scoring
- Comprehensive After Action Review
- Instructor screen for real time monitoring
- Database of individuals and training history
- Capable of augmenting live-fire qualification





FIVE STAND

DYNAMIC AND CHALLENGING SHOOTING SKILLS

TRAINING TYPE



SYSTEM TYPE



FIREARM COMPATIBILITY



Laser Shot simulators are the secret weapon of clay shooting champions like Corey Kruse and Brad Kidd. Powered by Laser Shot's true-to-life ballistics algorithms, these competitors have the ultimate edge: the ability to train virtually anywhere.

Laser Shot's Five Stand software provides a realistic virtual version of the game, and when paired with Absolute Zero 12-gauge laser ammo, a competitor is able to train with their own shotgun - building the muscle memory associated with their gun's sight picture, weight, and trigger's unique breaking point. Day or night, rain or shine – a private Five Stand range is always standing by, ready to sharpen a competitor's skills and bring the excitement of the game virtually anywhere.





SKILL DRILLS 1, 2, AND 3 MARKSMANSHIP TRAINING COURSEWARE

TRAINING TYPE



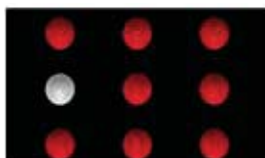
SYSTEM TYPE



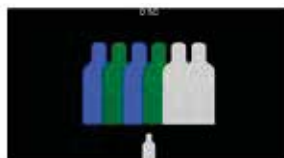
WEAPON COMPATIBILITY



Skill Drills 1™ includes ten unique programs, each focusing on a specific shooting fundamental. The data provided in the after-action review (AAR) aids shooters in the ability to track improvement by measuring speed, accuracy, target acquisition, and target priority. The customizable setting allows the difficulty to be catered to any skill level.



QUICK SKILL DRILL



MATCHED COLOR DRILL



HOSTAGE DRILL



TRANSITIONAL

Skill Drills 2™ includes eight additional programs, which combine both shooting fundamentals and critical thinking exercises.



LATERAL THINKING



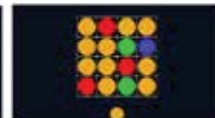
CHARGING



DUELING TREE



SPEED



MATCHED COLORS 2

Skill Drills 3™ integrates ten new, separate training drills into an intuitive user interface. Supporting multiple, simultaneous and independent training lanes, each of the drills comes with straight-forward instructions as well as AAR.



SKILLS DRILLS 3



ACCELERATION DRILL



EL PRESIDENTE



DEMI PRESIDENTE



TIMING SPEED



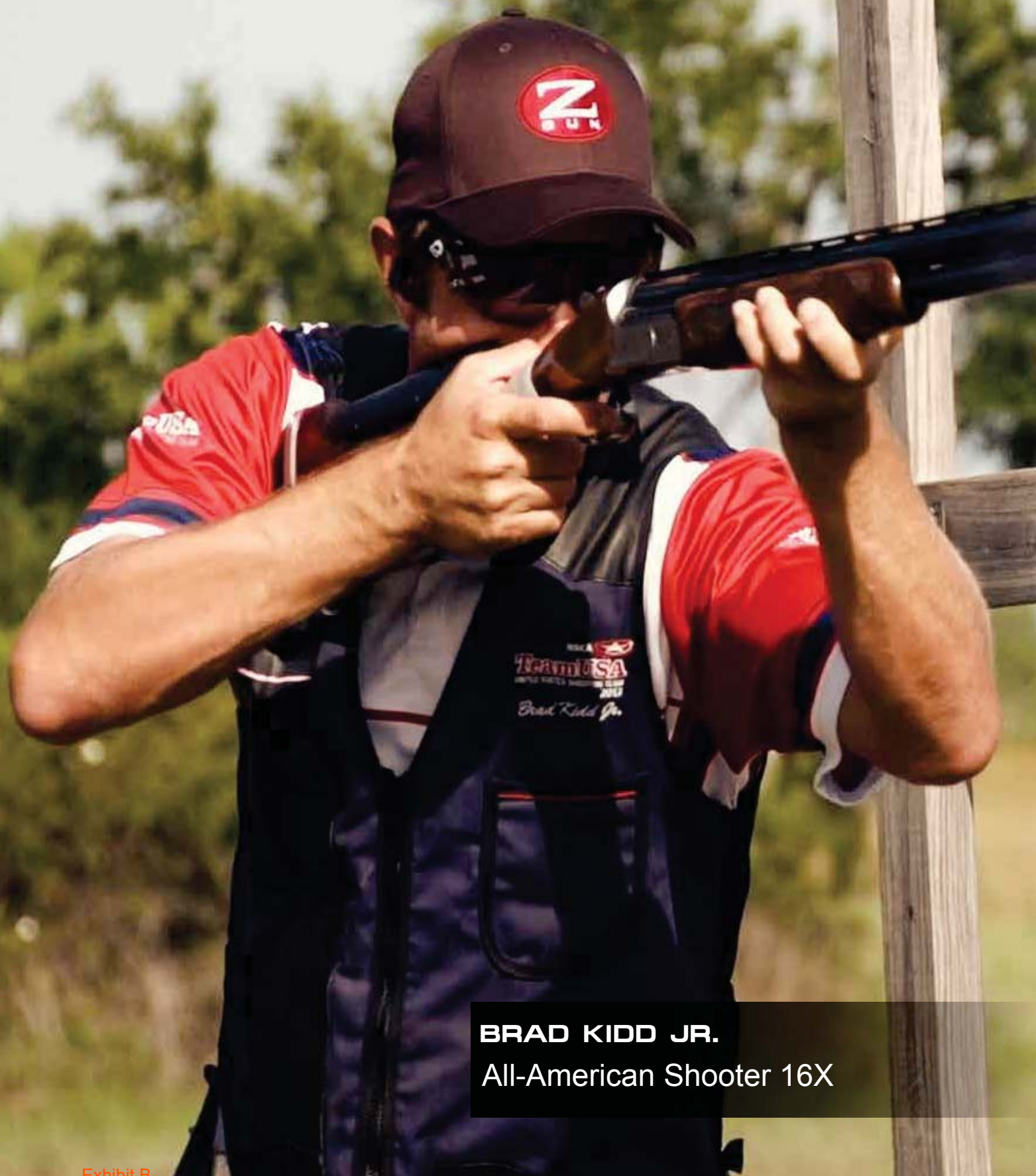
SPEED AND DISTANCE



FAST DRILL



ACCURACY - TIMING



BRAD KIDD JR.
All-American Shooter 16X

Exhibit B



HUNTER EDUCATION TOOLS

It is imperative to practice safety and responsibility in your hunting activities. Laser Shot Hunter Education Tools are included with our systems because we are committed to educating and reeducating hunters of all ages and experience levels.

From the basics of firearms handling to bow hunting to game cleaning and care, these tools will provide plenty of valuable lessons.

COVERED TOPICS

- Rifles
- Shotguns
- Handguns
- Ammunition
- Bow Hunting
- Firearm Basics
- Muzzle Loading
- Hunter Responsibility
- Game Care & Cleaning
- Firearms Handling and Safety
- Principles of Wildlife Management
- Marksmanship and Shooting Fundamentals



VIRTUAL HUNTING HD

COVERED TOPICS

- Over 500 animal scenes
- Create your own playlist
- Display shot hits
- Shows kill zones
- Start-and-stop scenarios for proper training





Max Michel

- Current International Practical Shooting Confederation (IPSC) World Champion (XVII, USA)
- Only shooter in the world to hold seven World Speed Shooting titles as well as the only shooter to win the title four consecutive years in a row (2013-2016)
- Veteran of the U.S. Army for 10 years and Army Marksmanship Team member & instructor
- Current captain of the Team SIG SAUER shooting team.

Video



Video

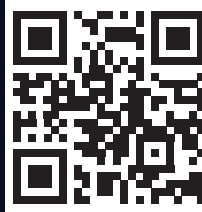


Cory Kruse

- World Sporting Clays Championship Silver, 2008
- Diamond Classic Champion, 2014
- North American FITASC Champion, 2014
- Browning Briley World Open Prelim and 5-Stand Champion, 2014
- PSCA Tour - Leg 1 - 4th Place, 2014



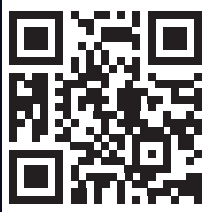
Video



Brad Kidd

- 16 Time All-American
- 10 Time USA Team Member
- Led Team USA to Team Gold in both Sporting and FITASC World Championships
- World FITASC Silver Medalist, 2013
- Captain of Team USA, 2011
- World Sporting Silver Medalist, 2011

Video



BJ Norris

- Steel Challenge SteelMaster Division World Champion (2012, 2011, 2009, 2008)
- Steel Challenge World Champion, 2011
- Steel Challenge Iron Sight Pistol Division World Champion, 2012
- Steel Challenge Iron Sight Pistol Division National Champion (2012, 2009)
- Steel Challenge SteelMaster Division National Champion (2012, 2011, 2009)





SIMULATED FIREARMS

SIMULATED FIREARM TYPE

Laser Shot designs, manufactures, and assembles a variety of simulated firearms solutions that address different training requirements from law enforcement professionals.

RE

RECOIL

Turnkey simulated firearms that action the bolt through CO₂ or compressed air. Refillable reservoir in barrel or magazine. Recharged with CO₂ refill adaptor and tank or through compressed air. Tethered options also available.



DRYFIRE

Realistic facsimile of firearm models but has no action or recoil and will emit a laser when the trigger is pressed.

RK

RECOIL
CONVERSION KIT

Transform customer provided firearm into a simulated recoil firearm by removing manufacturer's barrel assembly and replacing with conversion kit. Laser is inside the barrel assembly and replacement magazines provide reservoir for CO₂ to provide recoil. Tethered options also available.



LASER INSERT

Laser modules that can be inserted into customer's firearm and register shots when trigger is pressed.

SIMULATED FIREARMS



	FIREARM	DRYFIRE	SENSORED	RECOIL	RECOIL KIT
	SIM 17				
	INERT M9				
	INERT 1911				
	INERT 229				
	INERT 226				
	INERT 19				
	S.I.R.T.				



RECOIL KIT

RECOIL

SENSORED

DRYFIRE

FIREARM



SIM 4



INERT M16

INERT
CROSSHAIR M24ADULT
RIFLE 38.5"STANDARD
RIFLE 37"YOUTH
RIFLE 31.5"INERT 870
38"

LASER INSERTS

FIREARM TYPE



Dry fire laser inserts allow users to convert their individual firearm into a simulated firearm by inserting a laser into the barrel or chamber. When the firing pin makes contact with the primer cap*, an infrared laser is emitted. Some firearm models may require a reset trigger.

*While firing pins should not be damaged when making contact with primer caps, it is recommended that you inspect for any wear.



Dryfire Laser Kit



Dryfire Laser



Shotgun Adapter



Revolver 6-Pack



Reset Trigger

DRYFIRE LASER KIT, IR, .40, .45, 9MM (3.5" - 4.8" BARREL LENGTHS)

DRYFIRE LASER KIT, IR, .40, .45, 9MM (2.9" - 4" BARREL LENGTHS)

DRY FIRE LASER, 9MM, IR

12 GAUGE SHOTGUN ADAPTER

20 GAUGE SHOTGUN ADAPTER

DRYFIRE LASER REVOLVER KIT, IR, .357/.38 SPECIAL, (6 PACK)

GLOCK 17 RESET TRIGGER

REPLACEMENT LASER CARTRIDGE CAP



Absolute Zero Pistol SFS



Absolute Zero Rifle SFS

LASER INSERT, 9MM ABSOLUTE ZERO SHORT FLASH SYSTEM (SFS), IR

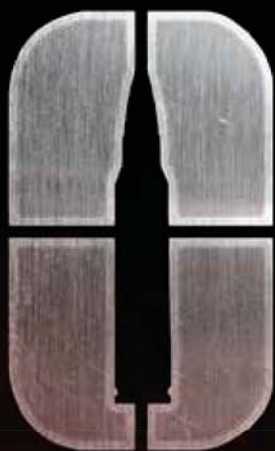
LASER INSERT, .38 ABSOLUTE ZERO PISTOL SHORT FLASH SYSTEM (SFS), IR

LASER INSERT, .40 ABSOLUTE ZERO PISTOL SHORT FLASH SYSTEM (SFS), IR

LASER INSERT, .45 ABSOLUTE ZERO PISTOL SHORT FLASH SYSTEM (SFS), IR

LASER INSERT, 12GA ABSOLUTE ZERO SHORT FLASH SYSTEM (SFS), IR

LASER INSERT, 20GA ABSOLUTE ZERO SHORT FLASH SYSTEM (SFS), IR



ABSOLUTE ZERO



PHOTO

ABSOLUTE ZERO .50 caliber round

HOW TO USE ABSOLUTE ZERO

Begin with a weapon system with a properly zeroed optic. Feed an Absolute Zero round into the chamber and close the bolt (please note, the round will not activate until the bolt is closed). Aim the projected beam onto a target at a distance of 25+ meters. With the weapon's optic pointed at the center of the target, document the position of the laser using the laser dot reference provided. The relation of the laser's position to the optic's point of aim is the weapon's unique Absolute Zero signature.

When utilizing the Absolute Zero round to re-zero an optic suspected of being misaligned, or to zero an optic new to the weapon, simply chamber the Absolute Zero round and align the laser's position in accordance with the previously documented laser dot reference. Once the exact laser position is achieved, adjust the optic to be aligned with the center of the target. The optic is now Absolutely Zeroed.

Laser Insert, Stainless Steel Various Calibers



Laser Insert, Brass Various Calibers



Laser Insert, .223



Laser Insert, 9MM





ACCESSORIES

Laser Shot offers a wide variety of computers, projectors, screens and accessories to fit your individual needs and budget.



CINEFOLD SCREEN

The Cinefold screen is a matte, white, flexible screen. Its folding frame allows for easy transport and the projection screen is versatile and ruggedly constructed. In addition, the frame is color coded and sets up in just minutes without tools. The projection screen surface snaps onto frame.



LUMA SCREEN

The Luma line of projection screens are manual spring roller operated, wall or ceiling mounted projector screens. Typically ideal for small to medium sized group presentations, the Luma is an affordable solution for most applications. The Luma is housed in a pentagonal steel case with a scratch-resistant white polyester finish and matching endcaps. The endcaps form universal hanging brackets for attachment to the wall or ceiling.



PROJECTOR

With Epson's intuitive control features like USB Plug 'n Play instant setup and the new, breakthrough horizontal image correction with convenient, easy-slide control, setting up your presentation has never been easier.

USB EXTENDERS

Gefen's USB 2.0 LR Sender unit connects to the host (USB extenders are used to increase the maximum available distance between an accessory and PC). The Receiver unit is connected to a USB device(s) at the desired extended location. A CAT-5 cable is installed between the two modules. The 5V power supply is attached to the Receiver. Any USB device(s) plugged into the Receiver are now seen by the host.



RANGES

Shooting Range Technologies™ is a leading authority on live-fire range design, fabrication and equipment. With more than seventy combined years of industry experience, SRT personnel are uniquely qualified to take on your range project and complete it on time and within budget. We use the very latest in computer aided design technology, and operate some of the largest computer driven dual-head water jet cutting machines in North America. As the live-fire division of Laser Shot, Inc., and previously operating solely under the Laser Shot name, SRT has been designing, fabricating and equipping specialized, 360-degree containment / zero SDZ live-fire shooting range facilities since 2005.



Ranges to Fit Any Need

Products include SRT's Modular Ranges, Mobile Ranges, Container Ranges, and Shoot Houses. We'll even help you with your custom conventional style range if you like. We have built and supplied range facilities for every branch of the U.S. military, including SOCOM; foreign militaries, including the Canadian Special Forces; DHS/ ICE / Border Patrol; and The Federal Reserve; as well as Law Enforcement Agencies and Civilian/Commercial customers, worldwide. Even Sturm, Ruger & Co., one of the world's largest firearms manufacturers, after exhaustive research, chose SRT to design, build and outfit their new, modular live-fire testing facilities in two of their manufacturing plants.





THERMAL SHOT

LIVE-FIRE VIRTUAL TARGETRY SYSTEM

SYSTEM TYPE



PORTABLE



INSTALLED



MULTI-SCREEN



LIVE FIRE

Thermal Shot™ technology is the exclusive live fire solution that ensures an entire target wall is tracked. This implies that all areas of the screen will accurately track and register projectiles, resulting in zero blind spots or rogue shots. As a projectile passes through or strikes the Thermal Shot™ screen, the thermal camera detects and measures the locations of those strikes, instantly mapping the strikes to the projected images. The computer responds immediately with the correlating results which may include depictions of death, wounding, chipping, splintering, or other realistic bullet impacts.



KEY FEATURES

- Adaptable to nearly any live-fire facility
- Use live service firearms against virtual targetry
- Functional with Simunition™, UTM™, rubber paintball, or airsoft rounds



CONTAINERIZED RANGE

COMPACT LIVE-FIRE FACILITY

SYSTEM TYPE

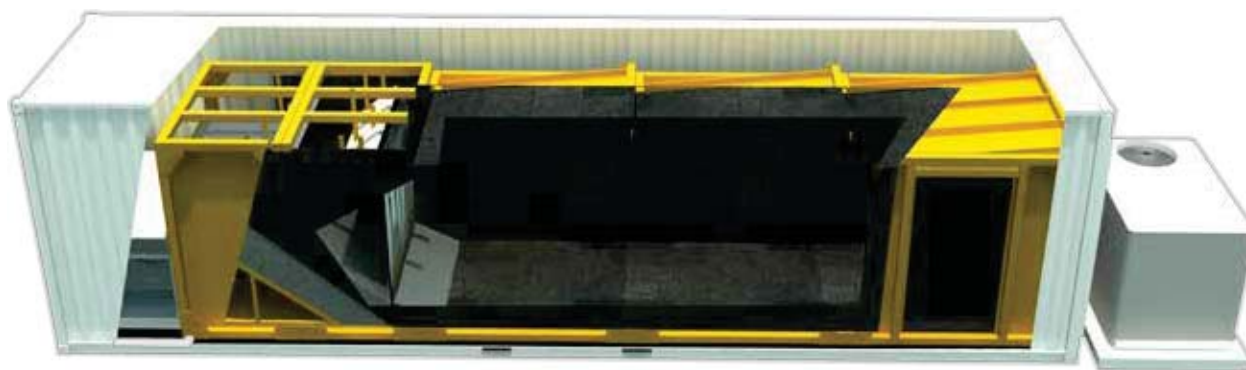


SRT installs the latest shooting range technologies in a compact self-contained unit through the use of modified 40' shipping containers, which can be connected end-to-end for a maximum shooting distance of 100 meters. These ranges are in use by firearm manufacturers who need a testing range, police and military units who have frequent training and qualification needs, and competition shooters who need a live-fire range to hone their skills daily.

Optionally, Laser Shot's powerful Thermal Shot technology can transform each Container Range into a virtual training center featuring challenging software with moving targets at simulated distances. See our Software chapter for a list of possibilities.

STANDARD FEATURES

- Turnkey indoor firearms training facility includes HVAC, trap, lighting, etc.
- Modified standard HC-40' ISO shipping container(s) maintain affordability
- Use either a single container or join multiple mid-section containers to accommodate distances to 100 meters
- Multiple rubber and steel bullet trap choices to fit individual need
- Standard 7.62mm x 51 capable
- Easily moveable with crane and flatbed
- Can be located in most any flat, level area that offers minimal support
- OSHA, NIOSH, NEHC, NAVFAC and EPA compliant for airflow and discharge
- Low electrical power requirement (220VAC)



FEDERAL & STATE SIMULATOR / RANGE CLIENTS

Alcohol, Tobacco and Firearms Commission
 Attorney General's Office
 Defense Intelligence Agency
 Defense Logistic Agency
 Department of Defense
 Department of Energy
 Department of Justice - MO
 Department of the Treasury - IRS OIG
 Department of Transportation
 Department of Veterans Affairs
 Environmental Protection Agency
 Federal Bureau of Investigation Academy
 Federal Bureau of Investigation - Detroit
 Federal Bureau of Investigation - VA
 Federal Bureau of Investigation - WV
 Federal Bureau of Investigation - Quantico
 Georgia Department of Corrections
 Immigration & Customs Enforcement
 Maine Department of Corrections
 Mississippi Highway Patrol
 National Security Agency
 Pennsylvania Board of Probation & Parole
 Pennsylvania Commission Crime Delinquency
 US Department of Homeland Security
 US Probation Office - Detroit, MI
 US Probation Office - Jacksonville FL
 US Probation Office - Tampa, FL
 US Probation Office - Philadelphia, PA
 US Court Services

US Postal Service
 G-US Postal - Other
 US Border Patrol - Long Beach CA
 US Coast Guard - Alaska
 US Customs & Border Protection - NJ
 US Department of State
 US Department of Transportation - NY
 US Department of State - Lima, Peru
 US Marshals - Cheyenne, WY
 US Marshals - AK
 US Marshals - LA
 US Marshals Service - FL
 US Marshals Service Special Operations
 US Marshals Las Vegas
 US Marshals - Jackson, MS
 US Marshals - NJ
 US Marshals - OH
 US Marshals - Oxford, MS
 US Probation - IN
 USPS OIG - Long Beach, CA
 USPS OIG - Chicago, IL
 USPS OIG - Denver, CO
 USPS OIG - Edison, NJ
 USPS OIG - Jacksonville, FL
 USPS OIG - Lester, PA
 USPS OIG - North Metro, GA
 Utah Adult Probation & Parole - Region III
 Utah Department of Corrections - Gunnison
 UT - Utah Department of Corrections

CONSERVATION GROUPS

Congressional Sportsman Foundation
 Dallas Safari Club
 Ducks Unlimited
 International Hunter Education Association
 North American Deer Breeders

Pheasants Forever
 Quail Coalition
 Rocky Mountain Elk Foundation
 Wild Sheep Foundation
 Wild Turkey Federation

THANK YOU FOR CHOOSING **LASER SHOT** AS YOUR TRAINING SOLUTION



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