DATE:    February 12, 2019

TO:     Mayor and Council Members

FROM:    Police Department

SUBJECT: Agreement with VirTra, Inc.

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve an agreement with VirTra, Inc. (VirTra) to install and provide support services for one (1) VirTra 300 firearms simulator in an amount not to exceed $357,422. (Asset Forfeiture Fund)

BACKGROUND:
The Department is currently in the process of hiring additional sworn personnel to meet the future needs of the City. In preparation for this growth, Command Staff has implemented new training standards to improve citizen and officer safety and reduce liability to the City. As part of this new standard, the Department is continually seeking ways to further reduce incidents that could result in the use of force and improve officers’ abilities to use de-escalation techniques. While tradition classroom training sessions assist in achieving these objectives, it is also necessary to create realistic training environments to further enhance capabilities. Local research and published best practices have determined that using technology is one of the most effective ways to fill this training gap.

DISCUSSION:
In July 2018, the Department submitted a staff report requesting approval of an agreement with Aries Building Systems. Shortly after the agreement was approved, Aries Building Systems commenced designing and constructing a modular office which would be used as an off-site training facility. In addition, a designated area within the modular office would be used to house a firearms simulator. The construction of the modular office space is nearly complete and the project will soon be in the final acceptance phase. The Department is now ready to proceed in acquiring the firearms simulator.

It is recommended that the Mayor and Council Members approve the attached agreement with VirTra for the purchase of one (1) VirTra 300 firearms simulator, installation, and support services. Firearms simulators are a solution used by several law enforcement agencies to assist in improving use of force and de-escalation tactics. This simulator creates a 300-degree training environment using five (5) projector screens. The simulator places personnel in various training scenarios for evaluation and feedback on their reactions and responses. Specific areas of training the scenarios
focus on include, but are not limited to: communication, tactical de-escalation, Taser deployments, and deadly force.

The Department requests authorization to complete this purchase using the terms, conditions, and pricing of a competitively bid purchase between VirTra and the City of San Francisco. In 2017, San Francisco released bid no. WP17001133 in search of a vendor to provide a similar firearms simulator. On April 25, 2017, San Francisco awarded a purchase order (POPC17000118) to VirTra for the same model 300 simulator. This purchase can be authorized pursuant to the terms of Inglewood Municipal Code Section 2-198.1(e), Exceptions to Competitive Bidding Requirement, which states:

_Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:_

**Cooperative Purchases.** Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term cooperative governmental purchase program means any combination between the City and any other public agency or public agencies for the joint purchase of goods and/or services.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
The total cost of the attached agreement with VirTra shall not exceed $357,422. This amount includes the initial cost of the equipment, installation, and maintenance service during year one (1) and year two (2) ($284,288); a ten (10) percent contingency ($28,428); and maintenance service for year three (3) and year four (4) ($44,706).

Sufficient funds in the amount of $312,716, for years one (1) and two (2) of this agreement, are available in the Fiscal Year 2018-2019 budget under account code no. 225.045.4564.45045 (Asset Forfeiture Fund – Police – Asset Forfeiture – Special Expense – Police).

Upon approval of an amendment for maintenance and support for years three (3) and four (4), funds in the amount of $44,706 ($22,353 annually) will be encumbered under the same account code no.

Funds for this purchase should be annually encumbered as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2018 – 2019</td>
<td>$312,716</td>
</tr>
<tr>
<td>2019 – 2020</td>
<td>$0</td>
</tr>
<tr>
<td>2020 – 2021</td>
<td>$22,353</td>
</tr>
<tr>
<td>2021 – 2022</td>
<td>$22,353</td>
</tr>
</tbody>
</table>
LEGAL REVIEW VERIFICATION: [Signature]
Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: [Signature]
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement with VirTra, Inc.
PREPARED BY:
Mark Fronterotta, Chief of Police
Micah Herd, Police Grants Coordinator

COUNCIL PRESENTER:
Mark Fronterotta, Chief of Police

DEPARTMENT HEAD APPROVAL: ____________________________________________
Mark Fronterotta, Chief of Police

CITY MANAGER APPROVAL: _______________________________________________
Artie Fields, City Manager
ATTACHMENT No. 1
AGREEMENT NO.: __________

THIS AGREEMENT is made and entered into this _________ day of _____, 2019, by and
between the CITY OF INGLEWOOD (hereinafter referred to as “City”) and VirTra, Inc., a Nevada
corporation, (“Contractor”), with its principal place of business located at 7970 S. Kyrene Road,
Tempe, AZ 85284.

WHEREAS City desires to obtain a firearms simulator; and

WHEREAS, Contractor holds itself out as capable and competent to provide, service and
train staff regarding the firearms simulator; and

WHEREAS, the Inglewood Municipal Code Section 2-198.1 allows City to dispense with
the competitive bidding requirements whenever it purchases similar goods or services from a
vendor that was awarded a competitively bid contract of another agency; and

WHEREAS, on or about May 1, 2017 the City and County of San Francisco (“San
Francisco”) purchased a firearms simulator, miscellaneous customizations and a multi-year
warranty and service package from Contractor after a competitive bidding process (San
Francisco Bid # WP17001133 – VIRTRA 300 Simulator System); and

WHEREAS, Contractor has agreed to provide City with the same or better pricing as that
provided to San Francisco and in accordance with its proposal dated January 8, 2019; and

NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the
“Parties” and individually as “Party”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 Scope of Services. Contractor shall provide the firearms simulator, training and
other goods and services, in accordance with the specifications set forth in the quote attached
hereto as Exhibit “A”.

1.2 Licenses/Permits. Contractor shall obtain, at its own expense, all necessary
licenses and permits, including but not limited to those required by the City of Inglewood, to
perform the services contemplated by this Agreement.

1.3 Conflict of Interest. Contractor covenants that neither it, nor any of its
employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire
any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.4 Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

ARTICLE 2 – CITY’S DUTIES

2.1 City shall provide Contractor with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.

ARTICLE 3 – COMPENSATION

3.1 The total maximum compensation paid to Contractor for all goods and services shall not exceed the sum three hundred fifty-seven thousand, four hundred twenty-two dollars ($357,422) as listed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simulator/Installation/Delivery/2 Years Warranty and Service</td>
<td>$284,288</td>
</tr>
<tr>
<td>Contingency (10%)</td>
<td>$28,428</td>
</tr>
<tr>
<td>Warranty and Service – Year 3</td>
<td>$22,353</td>
</tr>
<tr>
<td>Warranty and Service – Year 4</td>
<td>$22,353</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$357,422</strong></td>
</tr>
</tbody>
</table>

3.2 Invoices. All invoices submitted by the Contractor shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of service or supplies provided; (7) total billed to date; and (8) total amount remaining on Agreement. Any additional services approved and performed pursuant to this Agreement shall
be designated as “Additional Services” and shall identify the number of the authorized change
order, where applicable, on all invoices.

3.3 Documentation. Contractor shall be responsible for the cost of supplying all
documentation necessary to verify the monthly billings to the satisfaction of City and shall
certify, on each invoice, that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task or
service(s) without specific prior written consent from the City.

ARTICLE 4 – NOTICES

4.1 Any notice given pursuant to this Agreement shall be deemed received and
effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in
the custody of the United States Postal Service, when properly addressed, posted and deposited
in the United States mail addressed to the respective Parties as follows:

City:
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Contractor:
Ryan Bray, Regional Manager
VirTra, Inc.
7970 S. Kyrene Road
Tempe, AZ 85284

With a copy to:
Purchasing Department
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

ARTICLE 5 – TERM & TERMINATION

5.1 Term. This Agreement shall expire on January 31, 2021 unless otherwise
terminated or suspended. City may also extend this agreement, at its sole option, for two (2)
additional terms of one (1) year each for Warranty and Service on the same terms and conditions
as set forth in this Agreement.

5.2 Notice of Termination. City reserves and has the right and privilege of
immediately cancelling, suspending or abandoning the execution of all or any part of the work
contemplated by this Agreement, with or without cause, at any time, by providing written notice
to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the
notice of termination. In the event of such termination, Contractor shall immediately stop
rendering services under this Agreement unless directed otherwise by the City.

5.3 Compensation. In the event of termination, City shall pay Contractor for
reasonable costs incurred and professional services satisfactorily performed, in the opinion of
the City Manager, up to and including the date of City’s written notice of termination. City shall
not be obligated to pay Contractor for any costs incurred or any professional services provided
if Contractor violates any material provisions of this Agreement, or if the Contractor fails to
provide the services required of this Agreement in a satisfactory manner as determined by the
City Manager or his designee.

ARTICLE 6 – MISCELLANEOUS

6.1 Insurance and Indemnification. All references to City shall refer to the City of
Inglewood. Contractor shall provide City with the required insurance coverage and name the
city of Inglewood, its Officers, Agents and Employees as additional insured. Any notices shall be
sent to City as listed above in Article 4, Notices.

6.2 Extra Work. Contractor shall not receive compensation for any goods and/or
services provided outside the scope of services listed above unless approved by the City Council,
before Contractor performing the additional services, approves such additional services in
writing. It is specifically understood that oral requests and/or approvals of such additional
services or additional compensation shall be barred and are unenforceable. Contractor shall not
charge and City shall not pay any finance charges and/or late fees on any overdue invoices.

6.3 Authority to Sign Agreement. The person executing this Agreement on behalf of
the Contractor warrants that: (1) the Contractor is duly organized and existing; (2) he/she is duly
authorized to execute this Agreement on behalf of the Contractor; (3) by so executing this
Agreement, the Contractor is formally bound to the provisions of this Agreement; and (4) the
entering into this Agreement does not violate any provision of any other Agreement to which
the Contractor is bound.
6.4 Right to Audit. City shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City auditors, at all reasonable times, shall have access to the offices of Contractor and its subcontractors, and all necessary records, and shall be provided adequate working area for the City auditors to conduct audits in compliance with this Agreement. Such working area shall include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy and facsimile machine. City auditors shall be allowed to interview any employee of Contractor and its subcontractors throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be stored and maintained by Contractor at its main facility. Originals and/or copies of such documents or records shall be provided, at Contractor’s expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor’s business, City may, by written request, require that custody of such documents or records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

6.5 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

6.6 Interpretation. The Parties waive any benefits from the principles of *contra proferentum* and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

6.7 Titles. Article titles, paragraph titles or captions contained herein are inserted as a means of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
6.8 Counterparts. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

6.9 Severability; Invalidity. In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

6.10 Governing Law; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

6.11 Entire Agreement. This Agreement and any agreement, document or instrument attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any other such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.,
Mayor

ATTEST:

______________________________
Yvonne Horton,
City Clerk

APPROVED AS TO FORM:

______________________________
Kenneth R. Campos,
City Attorney

Page 7 of 7
April 25, 2017

Notice of intent to award:
WebProcure Bid # WP17001133 - VIRTRA 300 SIMULATOR SYSTEM (PC1709R)

To all bidders who submitted a proposal:

The City has completed its evaluation of WebProcure Bid # WP17001133 - VIRTRA 300 SIMULATOR SYSTEM (PC1709R), and intends to award the contract to:

VirTra, Inc.

The City is providing this notification to you pursuant to the rules and regulations pertaining to the San Francisco Administrative Code, Section 21.3(i). Protests on the intended award of this contract must be received by the Purchaser listed below no later than the close of business on Friday, April 28, 2017.

All protests must be in writing, dated, and must cite the law, rule, local ordinance, procedure or bid provision on which the protest is based.

Further information on these procedures is available on the Office of Contract Administration home page at www.sfgov.org/oca/. Click on The City’s Purchasing Process and scroll down to Administrative Code Chapter 21 Rules and Regulations.

This Notice of Intent to Award will also be posted on the Internet at:

http://mission.sfgov.org/OCABidPublication/

Yours truly,

[Signature]

Shawn Peeters
Senior Purchaser
Office of Contract Administration
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
E-mail: Shawn.Peeters@sfgov.org
Tel. (415) 554-7030; Fax (415) 554-6717
PURCHASE ORDER
POLICE

TO: VIRTRA SIMS INC
7970 S KYRENE RD
TEMPE AZ 85284

PO NUMBER: POPC17000118
PO AMOUNT: $317,660.92
PO PRINT DATE: 05/01/2017
CONTACT: RYAN BRAY, REGIONAL
PHONE: 480-968-1488
VENDOR ID: 82911

TERMS: NET 30
FOB: DEST

DELIVERY DATE OR ARO: 06/16/2017

DELIVER TO: S.F.POLICE DEPT/RANGE (PCD06)
700 JOHN MUIR DRIVE
SAN FRANCISCO CA 94132
ATTN: SGT STEVE POMATTO

AUTHORIZED SIGNATURE: SHAWN PEETERS
DATE: 5/1/17
PHONE: 415-554-7030

INVOICE TO: SF POLICE DEPARTMENT (PCB04)
1245 3RD 6TH FLOOR
SAN FRANCISCO CA 94158

Confirming Order
Do Not Duplicate

TERMS:

DO NOT DEVIATE FROM STATED PRICES.

DO NOT SEND MERCHANDISE TO THE INVOICE ADDRESS.

THE "PO" NUMBER ON THIS DOCUMENT MUST APPEAR ON YOUR INVOICES.

THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE AND
THE TERMS AND CONDITIONS INCORPORATED INTO THE CITY'S BID DOCUMENT ARE
HEREBY MADE A PART OF AND APPLICABLE TO THIS PURCHASE ORDER.

THE CASH DISCOUNT PERIOD BEGINS WHEN THE ORDER IS RECEIVED AT THE
CORRECT ADDRESS, OR WHEN A CORRECT INVOICE IS RECEIVED AT THE ABOVE
ADDRESS, WHICHEVER IS LATER.

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<tr>
<td>PART NUMBER:</td>
<td>VS300LE-1</td>
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<tr>
<td>DESCRIPTION:</td>
<td>VIRTRA SYSTEMS 300 LE-1 SIMULATOR USES FIVE INTERCONNECTED SCREENS TO CREATE FULLY IMMERSIVE ACTIVE ENGAGEMENTS IN A 300 DEGREE ENVIRONMENT SURROUNDING TRAINEES. MULTI-DIRECTIONAL AUDIO AND SEAMLESS REAL VIDEO CREATE AN ENVIRONMENT &amp; SITUATION THAT WILL CHALLENGE TRAINEES. COMES W/ LE CONTENT LIBRARY, COMPUTER RACKS, UPS BACKUP &amp; AUDIO/PROJECTION EQUIPMENT. SYSTEM IS CONFIGURABLE TO FIT IN A VARIETY OF SPACES. ONE YEAR WARRANTY &amp; SUPPORT SERVICES INCLUDED.</td>
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<td>DESCRIPTION:</td>
<td>TETHERLESS HANDGUN RECOIL KIT FOR THE SIG SAUER MODEL P229 .40 CALIBER S&amp;W. INCLUDES ONE MAGAZINE. (ALL RECOIL KITS CONVERT REAL FIREARMS WHICH MUST BE SUPPLIED BY THE CUSTOMER).</td>
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<td>DESCRIPTION:</td>
<td>ADAPTER PLATE FOR THE TETHERLESS TRK-P229.</td>
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<td>DESCRIPTION:</td>
<td>ADVANCED TETHERLESS RIFLE RECOIL KIT FOR AR15, AND M16. INCORPORATES LASER, SUPPORTS TACTICAL RELOAD AND 1NSTRUCTOR JAMMING CAPABILITY.</td>
<td></td>
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</tr>
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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>6 9680-08-08</td>
<td>INCLUDE ONE WIRELESS PROGRAMMABLE MAGAZINE (ALL RECOIL KITS CONVERT REAL FIREARMS WHICH MUST BE SUPPLIED BY THE CUSTOMER).</td>
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</tbody>
</table>
| 7 9680-08-08 | PART NUMBER: Vatr-M16-RFS  
DESCRIPTION:  
TABLE-TOP REFILL STATION FOR ALL REFILLABLE MAGAZINES. INCLUDES AUTOMATIC PUSH BUTTON ACTIVATION AND ONE CO2 TANK WHICH MUST SHIP EMPTY. |
| 8 9680-08-08 | PART NUMBER: Vatr-M16-AP  
DESCRIPTION:  
ADAPTER PLATE FOR THE TETHERLESS Vatr-M16. |
| 9 9680-08-08 | PART NUMBER: Vatr-M16-Rcs  
DESCRIPTION:  
RECHARGES THE INTERNAL BATTERY FOR UP TO FOUR Vatr-M16-MAG MAGAZINES AT ONCE. |
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<tr>
<th>ITEM</th>
<th>COMMODITY</th>
<th>NAME/DESCRIPTION</th>
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<th>UNIT PRICE</th>
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<td>11</td>
<td>LAW ENFORCEMENT PROTECTIVE EQPT &amp; SUPPL</td>
<td>EXTRA CO2 TANK (RECOMMENDED FOR TABLE-TOP REFILL STATION. SHIPS EMPTY)</td>
<td>1.00</td>
<td>8,268.0000</td>
<td>8,970.78</td>
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<tr>
<td>12</td>
<td>LAW ENFORCEMENT PROTECTIVE EQPT &amp; SUPPL</td>
<td>ELIMINATES THE 5 INCH BLACK BORDER BETWEEN SCREENS TO INCREASE IMMERSION ON VIRTRA 300 SYSTEMS</td>
<td>1.00</td>
<td>4,404.4000</td>
<td>4,778.77</td>
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<td>13</td>
<td>LAW ENFORCEMENT PROTECTIVE EQPT &amp; SUPPL</td>
<td>HARDWARE AND SOFTWARE FOR LOW LIGHT TRAINING. INCLUDES 2 FLASHLIGHTS.</td>
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<td>TRAINEE MONITOR AND RECORDING. REAL-TIME MONITORING, RECORDING, AND PLAYBACK DURING DEBRIEFING SESSIONS OF TRAINEES. INCLUDES SOFTWARE AND HARDWARE THAT INTEGRATES INTO THE VIRTRA LINE OF SIMULATORS.</td>
<td>2.00</td>
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<td>ITEM</td>
<td>COMMODITY/DESCRIPTION</td>
<td>UOM</td>
<td>TAX</td>
<td>QUANTITY</td>
<td>UNIT PRICE</td>
</tr>
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<tr>
<td>15</td>
<td>LAW ENFORCEMENT PROTECTIVE EQPT &amp; SUPPL</td>
<td>EA</td>
<td>Y</td>
<td>2.00</td>
<td>3,374.8000</td>
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<tr>
<td></td>
<td>VIRTRA SYSTEMS PATENTED THREAT-FIRE RETURN-FIRE-SIMULATOR DEVICE DELIVERS A SAFE AND ADJUSTABLE ELECTRICAL IMPULSE TO SIMULATE HOSTILE FIRE AND ENHANCE REALISM DURING TRAINING. NO EYE-PROTECTION REQUIRED (REQUIRES WIRELESS STATION).</td>
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<tr>
<td>16</td>
<td>LAW ENFORCEMENT PROTECTIVE EQPT &amp; SUPPL</td>
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<td>REQUIRED FOR WIRELESS RECOIL KITS AND THE THREAT-FIRE TO CONNECT TO THE VIRTRA SIMULATOR (ONLY ONE WIRELESS STATION NEEDED PER SYSTEM).</td>
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<td>17</td>
<td>LAW ENFORCEMENT PROTECTIVE EQPT &amp; SUPPL</td>
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<td>Y</td>
<td>1.00</td>
<td>55,000.0000</td>
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<td>VIRTRA V-AUTHOR® SOFTWARE AND DESKTOP COMPUTER. CREATE AND EDIT CUSTOM SCENARIO CONTENT USING INCLUDED OR SITE SPECIFIC PANORAMIC PHOTOGRAPHS AND INCLUDED ASSETS. INCLUDES STANDARD ASSET AND BACKGROUND PACKAGE. TWO DAY ON-SITE TRAINING AND INSTALLATION INCLUDED (CONUS.) ADDITIONAL HARDWARE REQUIRED. FOR USE WITH V-100 AND V-300 SYSTEMS.</td>
<td></td>
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<tr>
<td>18</td>
<td>CHARGE: EXTENDED WARRANTY</td>
<td>EA</td>
<td>Y</td>
<td>1.00</td>
<td>25,861.5800</td>
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<tr>
<td></td>
<td>WARRANTY &amp; SERVICE ON V300 SYSTEM TO INCLUDE: PARTS/LABOR IN THE EVENT OF A NON-FUNCTIONING SYSTEM/ACCESSORY. TRAVEL EXPENSES IF A VIRTRA TECHNICIAN MUST TRAVEL TO CUSTOMER LOCATION. OPERATING SYSTEM SOFTWARE UPDATES (WHEN APPLICABLE) DOESN'T INCLUDE SCENARIOS. OVERNIGHT SHIPPING ON ALL REPLACEMENT/REPAIRED PARTS (DOMESTIC ONLY &amp; WHERE AVAILABLE.) &amp; WHERE AVAILABLE.) USE OF THE VIRTRA ADVANCE REPLACEMENT PROGRAM. (LIMITED QUANTITIES AND NOT AVAILABLE FOR ALL COMPONENTS.)</td>
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CONTINUED, NEXT PAGE
**TELEPHONE SUPPORT. REMOTE ASSISTANCE (CUSTOMER MUST ALLOW NETWORK ACCESS.) WARRANTY AND SERVICE TIMES BEGIN ON FINAL DAY OF CUSTOMER TRAINING AND INSTALLATION SIGNOFF.**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
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<td>JAIL ENFORCEMENT TRAINING &amp; INSTRUCTIONAL AIDS EQPT, MATLS &amp; SUPPL</td>
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<td>CHARGE; DELIVERY/FREIGHT/SHIPPING</td>
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**WEBPROCURE: 17001133**
**QUOTED BY: RYAN BRAY**
**REQUESTED BY: STEVE POMATTO**

**TOTAL ITEMS AMOUNT: $292,947.38**
**SALES TAX: $24,713.53**
**INVOICE AMOUNT: $317,660.92**

*** END OF ITEM LIST ***
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<tr>
<th>SFX INDEX</th>
<th>SUBOBJ</th>
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**317,660.92**
Notes: Pricing on this quote references VirTra Federal supply schedule (GS-02F-0214P) except where indicated. Pricing at or below Competitive CA City Order P0PC17000118 for similar products.

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<tr>
<th>Product Code</th>
<th>Product</th>
<th>Line Item Description</th>
<th>Product Description</th>
<th>Sales Price</th>
<th>Quantity</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>V-300LE-2</td>
<td>VirTra 300 LE (w/ 2 year warranty)</td>
<td></td>
<td>VirTra Systems 300 LE-2 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). Two year warranty and support services included.</td>
<td>$149,411.00</td>
<td>1.00</td>
<td>$149,411.00</td>
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<tr>
<td>VHU-BS-300</td>
<td>Borderless Screens (V-300 Systems)</td>
<td></td>
<td>Eliminates the 5 inch black border between screens to increase immersion on VirTra 300 systems.</td>
<td>$8,599.00</td>
<td>1.00</td>
<td>$8,599.00</td>
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<tr>
<td>V-300-INSTL</td>
<td>VirTra 300 Installation/Training</td>
<td></td>
<td>VirTra Installation and Training for one (1) V-300 System. Includes all travel and expenses in the CONUS.</td>
<td>$5,700.00</td>
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<td>$5,700.00</td>
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<tr>
<td>V-AIT-3</td>
<td>VirTra Advanced Instructor Training - Three Day</td>
<td>OPEN MARKET ITEM</td>
<td>VirTra Advanced Instructor Training course for V-300™, V-180™, V-100™ or V-ST PRO™ simulator systems. Three days (24 hours) of in-depth course instruction and scenario training for up to 10 trainees. Includes all travel and expenses in the CONUS.</td>
<td>$7,500.00</td>
<td>1.00</td>
<td>$7,500.00</td>
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<tr>
<td>VATR-M16</td>
<td>VirTra Tetherless-Advanced AR15/M16</td>
<td></td>
<td>Advanced micro-switch activated tetherless rifle recoil kit for AR15, M4 and M16. Incorporates laser, supports tactical reload and instructor jamming capability. Includes one wireless programmable magazine. Requires VirTra's wireless station. (All recoil kits convert real firearms which must be supplied by the customer).</td>
<td>$7,571.00</td>
<td>2.00</td>
<td>$15,142.00</td>
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<tr>
<td>VATR-M16-MAG</td>
<td>VirTra Tetherless-Advanced</td>
<td></td>
<td>Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications.</td>
<td>$2,080.00</td>
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<tr>
<td>VWSA-RCS</td>
<td>Recharge Station</td>
<td></td>
<td>$2,028</td>
<td>1.00</td>
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<tr>
<td>VTRK-G17T</td>
<td>Tetherless-Glock 17T</td>
<td>OPEN MARKET ITEM</td>
<td>$4,155</td>
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<td>VTRK-G17T-MAG</td>
<td>Tetherless-Glock 17T-Magazine</td>
<td>OPEN MARKET ITEM</td>
<td>$551</td>
<td>3.00</td>
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<td>SRK-1911</td>
<td>Standard-1911 Clones (Single Stack)</td>
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<td>$2,699</td>
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<td>VWSA-BR</td>
<td>Belt Regulator</td>
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<td>$260</td>
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<tr>
<td>VWSA-RFS</td>
<td>Refill Station</td>
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<td>$4,004</td>
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<td>VWSA-CO2T</td>
<td>CO2 Tank</td>
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<td>1.00</td>
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<tr>
<td>VWSA-VATRM16-AP</td>
<td>Tetherless-Advanced AR15/M16-Adapter Plate</td>
<td>Adapter plate for the VATR-M16-MAG (Requires VirTra refill station).</td>
<td>$437</td>
<td>1.00</td>
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<tr>
<td>VWSA-G17T-AP</td>
<td>Tetherless-Glock 17T-Adapter Plate</td>
<td>Adapter plate for the VTRK-G17T-MAG (Requires VirTra refill station).</td>
<td>$437</td>
<td>1.00</td>
<td>$437</td>
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<tr>
<td>VLSI-SHG</td>
<td>Laser Insert-Shotgun</td>
<td>Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.</td>
<td>$3,640</td>
<td>1.00</td>
<td>$3,640</td>
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<tr>
<td>VLSI-40MM-LSR</td>
<td>Laser Insert-40mm</td>
<td>40mm laser based sponge round for use with tube launchers.</td>
<td>$3,640</td>
<td>1.00</td>
<td>$3,640</td>
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<tr>
<td>VLSI-PLS</td>
<td>Laser Module-PLS</td>
<td>Rail mounted, shock sensor actuated, laser module for the PLS LL Launcher. Mounts to customer owned PLS LL Launcher platform. VirTra customizable Laser ID based upon specific VirTra Simulator setup and customer requirements.</td>
<td>$1,965</td>
<td>1.00</td>
<td>$1,965</td>
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<tr>
<td>VNLW-OC1</td>
<td>CC Canister</td>
<td>Laser-based CC training device.</td>
<td>$2,184</td>
<td>2.00</td>
<td>$4,368</td>
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VNLW-TAS-X25/P | X25P TASER® | MARKET ITEM | X26 and X26P live TASER® handles. (X26/P handles supplied by customer.) | $1,462.00 | 3.00 | $4,386.00

VATU-TMAR | Trainee Monitor and Recording | OPEN MARKET ITEM | Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators. | $6,542.00 | 1.00 | $6,542.00

VATU-LL-X300 | Low Light-Training-X300 | | Hardware and software for low light training, includes 2 X300 Sim flashlights. For use with weapon mounted lights only (VATU-FLT-X300). | $4,004.00 | 1.00 | $4,004.00

VATU-TFII | VirTra Threat-Fire™ | | VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station). | $3,068.00 | 2.00 | $6,136.00

VWSA-WS | Wireless Station | | Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system). | $1,508.00 | 1.00 | $1,508.00

VHU-WS | Instructor Work Station | | Instructor work station – Ergonomic chair and desk. | $1,341.00 | 1.00 | $1,341.00

Total Price | $255,403.00
S&H | $2,950.00
Tax | $25,844.30
Grand Total | $284,297.30

VirTra, Inc.
Sales Terms and Conditions for Direct Sales to End Users/Buyer
Effective as of May 1, 2017 (supersedes all prior versions)

Definitions: The following capitalized words shall mean:
"End Users/Buyer" means the organization or person who buys Seller’s Goods and Services.
"Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller.
"Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies.
"Seller" means VirTra, Inc., located at 7970 S Kyrene Rd., Tempe, AZ 85284.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer’s purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer’s purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns. refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

Restocking Fees. In Seller’s sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of a Seller’s error.

Payment Terms. Terms of payment are within Seller’s sole discretion and, unless otherwise agreed to by Seller in writing, payment in full must be received prior to Seller’s final acceptance of an order. Payment for Goods and Services will be made in United States currency (US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller’s Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer’s order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

Late Payments. Interest and late payment fees may be calculated from the day after the payment’s stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.
Taxes. Sales tax, excise tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller’s quotes or Buyer’s Purchase Orders.

Tax Exemption. Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer’s responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer’s signed quote or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations. Title and risk of loss passes from Seller to Buyer for FOB Shipping Point upon Seller’s delivery to the common shipping carrier. Any loss or damage that occurs during shipment is Buyer’s responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disputes, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

Not For Resale/Export. Buyer agrees and represents that they are buying for their sole use, and does not intend to resell or plan to export Seller’s products. Shipping of Seller’s products out of the United States (US) is restricted by US federal law and neither Seller’s products nor the technology can be exported out of the US without Seller’s prior written approval and a validated export/import license (DSP 5.81 or 73) submitted to Seller for processing and approval and issued by the US State Department.

Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer’s acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all laws, regulations, restrictions and building code requirements prior to purchase, delivery, receipt, storage, installation and use of Seller’s Goods and Services. Seller may suspend or cancel Buyer’s order, at Seller’s sole discretion, for violation of regulations and restrictions.

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services. and Buyer agrees to take reasonable steps necessary to ensure that Seller’s rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patent, trademark, trade name, or other proprietary right owned or controlled by Seller, its subsidiaries, affiliates, or suppliers. It being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Nothing contained in this T&C will give, or be deemed to give, Buyer any right or license, expressed or implied, under any patent, trademark, or trade secret of Seller in connection with any Goods and Services. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends provided on the products.

Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

Severable Provisions. If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to affectuate the provisions contained in this agreement.

Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller’s gross negligence or that gross negligence of its employees or agents.

Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either or the parties as the agent of the other.

Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

Entire Agreement. These T&C, along with the product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extinstic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law; Jurisdiction and Venue. The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction.

Exclusions and Limitations; Release. To the extent permitted by law, Seller’s warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, or fitness for a particular purpose, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty set forth above and consistent to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller’s cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any express remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.
To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: __________________________

Printed Name: _______________________

Date: _______________________________

-SELECT PAYMENT METHOD-

_____ Credit Card; include contact information only
(subject to limits)

_____ Purchase Order:

_____ Check:

_____ Other (please specify):
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovitt & Touche Inc - Tempe
1050 West Washington St, Suite 223
Tempe AZ 85281

CONTACT
NAME: Tiffany Zelinko
PHONE: (602) 256-9950
E-MAIL: tzelinko@lovitt-touche.com

INSURED
VirTra, Inc.
VirTra Systems, Inc.
7970 S Kyrene Rd
Tempe AZ 85284

INSURER(S) AFFORDING COVERAGE

INSURER A: Federal Insurance Company
20261

COVERAGES

CERTIFICATE NUMBER: 33418042

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. TYPE OF INSURANCE ADDED LIMITS POLICY NUMBER POLICY EFF POLICY EXP LIMITS

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A AUTOMOBILE LIABILITY

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<tr>
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<td>3/11/2018</td>
<td>3/11/2019</td>
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A UMBRELLA LIABILITY

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<td>3/11/2019</td>
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A WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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<tr>
<td>Y N</td>
<td>E. L. EACH ACCIDENT</td>
<td>71765122</td>
<td>11/18/2018</td>
<td>11/18/2019</td>
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<td></td>
<td>E. L. DISEASE - EA/EMPLOYEE</td>
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<td>E. L. DISEASE - POLICY LIMIT</td>
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A Hired Auto Physical Damage

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<th>LIMITS</th>
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<td>$100</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies to the workers compensation if required in a written contract.

RE: City of Inglewood as Additional Insured with 30 Day Notice of Cancellation & as Primary Noncontributory

Endorsement(s) to follow.

CERTIFICATE HOLDER

City of Inglewood
One Manchester Blvd.
Inglewood CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Inglewood
One Manchester Blvd.
Inglewood CA 90301

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   VirTra, Inc.

2. Business name disregarded entity name. If different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - Limited liability company. Enter the tax classification (C=Corporation, S=LLC, P=Partnership).
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting codes (if any)

5. Address (number, street, and apt. or suite no. See instructions.)
   7970 S. Kyrene Rd.
6. City, state, and ZIP code
   Tempe, AZ 85284

7. List account number(s) here (optional)

Part I
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part II, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or
Employer Identification number

9 3 - 1 2 0 7 6 3 1

Part II
Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date 2/4/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information abut developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.