

VIDEO | MAGISTRATE

VideoMagistrate is a web based video conferencing solution designed to perform magistration and other legal proceedings from any location that has Internet access.

- ◆ Magistrate from your Office, Home, Trips, Vacation - Anywhere you have Internet Service
- ◆ Uses Existing Forms – Magistrate Warning, Probable Cause Affidavit, Warrants, Bond Condition, EPO, etc... We convert your forms to online forms.
- ◆ Securely Share Documents and Videos between Judges and the Jail.
- ◆ Real-time Electronic Signature, Video Recording, Archiving
- ◆ Meets CJIS and State Recording Requirements
- ◆ Cost Savings – Travel, Prisoner Transport, Security, Jail Expenses
- ◆ Reduce Jail Costs/Expenses by Bonding Out Offenders
- ◆ Reduce Security/Safety Risks
- ◆ Provides Video Record of Hearings



"Video Magistrate has been a tremendous asset to our Court. We have reduced travel and administrative cost. V.M. gives a Judge the tools necessary to save time and it has added flexibility in our court's schedule. Beyond these vital cost savings, it has given me peace of mind by allowing me to conduct hearings in the security of my office or on the go. I highly recommend V.M.!"

*Judge Michael C. Roach
Justice of the Peace
Stephens County, Texas*

VIDEO | MAGISTRATE

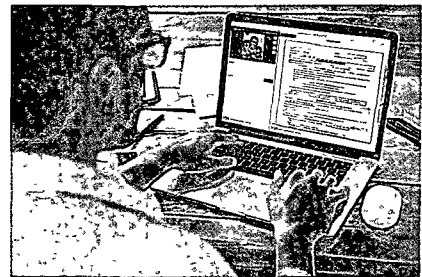
SERVICE COMPARISON

	VideoMagistrate	Other Video Conference Services
Multi-Attendee Video Conferencing	Yes	Yes
Dedicated Equipment Required	No	Varies
App Required	No	Varies
Web Browser Based	Yes	Varies
Developed specifically for Judicial	Yes	No
Video Session Recording (required by Texas Criminal Code Chapter 15)¹	Yes	Limited
Video/Document Archiving with searchable database for retrieval	Yes	No
Session Queues (One video/document session per offender)²	Yes	No
Document Sharing	Yes	Yes
Online Interactive Form Templates (converted from current forms)	Yes	No
Database Linked Form Templates	Yes	No
Real Time Live E-Signature³	Yes	No
FBI CJIS Level Encryption	Yes	No
Tamper Proof Document Encryption/ Archival	Yes	No
Ability to Integrate with Judicial/Case Management Software	Yes	No

1. VideoMagistrate offers cloud storage that meets records management mandates. Many other services have usage based charges and costs can increase significantly.

2. Session queues allow the pre-entry of jail booking information for each offender in a dedicated queue. Magistrates can then review relevant documents prior to processing the offender.

3. Unlimited e-Signature transactions.



VIDEOMAGISTRATE ORDER FORM

Customer: Panola County	Contact: Judge Larry Fields
Address: 110 Sycamore St	Phone: (903) 693-0375
Carthage, TX 75633	E-Mail: larry.fields@co.panola.tx.us
Services: VideoMagistrate (the "Service(s)").	
Services Fees: \$300.00 per month, payable in advance, subject to the terms of Section 4 herein.	Initial Service Term: 12 Months Effective Date Postponed until April 1st, 2021
<p>Service Capacity:</p> <p><i>(2) User - \$150.00/month per Judge</i></p> <p><i>(1) User - Complementary Jail account per Organization</i></p> <p>Data Storage: Unless mutually agreed upon, all documents and video recordings will be stored for a duration of 3 years from the date of creation.</p>	
<p>Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p>Implementation Fee (one-time): \$ No charge for online training</p>	
<p>Billing and Payment: Unless mutually agreed upon, billing begins within fourteen (14) days following signing of this agreement or training is completed, whichever date occurs first.</p>	

VIDEOMAGISTRATE SERVICES AGREEMENT

This VideoMagistrate Services Agreement ("Agreement") is entered into on this 16th day of March, 2021 (the "Effective Date") between NetProtec LLC with a place of business at PO Box 1671 Glen Rose, TX 76043 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

NetProtec LLC:

By: Kerry Hancock
Name: Kerry Hancock
Title: President

[Customer]:

By: Lee Ann Jones
Name: Lee Ann Jones
Title: County Judge

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services [in accordance with the Service Level Terms attached hereto as Exhibit B]. As part of the registration process, Customer will identify a user name and password for Customer's account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"), modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third, or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of

Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, Internet service, routers, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 [Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of

various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data

available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement, Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be

infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS, (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind

Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered, when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. Each party hereto consents and submits to the exclusive jurisdiction of any state court located in Somervell County, Texas for any actions, suits or proceedings arising out of or relating to this Agreement.

EXHIBIT A

Statement of Work

Provision user accounts
Convert customer forms for online use
Customer training (initial and ongoing)
Providing documentation and support

EXHIBIT B
Service Level Terms

Company shall use reasonable efforts to achieve the target service availability goal of 99.9% uptime, measured monthly, excluding scheduled maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer equal to (1) day, prorated annually, service for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via telephone, online and email 7 days a week during the hours of 7:00 am through 7:00 pm Central (CDT) time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling the toll-free support line or any time by emailing support@videomagistrate.com or submitting a HelpDesk ticket online at www.videomagistrate.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.



QUOTE CONFIRMATION

DEAR BARRY TATE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LZDG633	3/8/2021	JP QUOTE	9189566	\$6,241.12

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>WordPerfect Office 2020 Professional - license - 1 user</u> Mfg. Part#. LCWP2020PRMLGOV Electronic distribution - NO MEDIA Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)	2	6129627	\$311.21	\$622.42
<u>Logitech MX Keys Advanced Wireless Illuminated Keyboard - keyboard</u> Mfg. Part#: 920-009295 UNSPSC: 43211706 Contract: Texas IT HW Peripherals - Logitech - DIR-TSO-3865 (DIR-TSO-3865)	1	5743101	\$84.99	\$84.99
<u>Logitech MX Master 3 Advanced Wireless Mouse - mouse - Bluetooth, 2.4 GHz -</u> Mfg. Part#. 910-005647 UNSPSC: 43211708 Contract: Texas IT HW Peripherals - Logitech - DIR-TSO-3865 (DIR-TSO-3865)	1	5743093	\$84.99	\$84.99
<u>Logitech HD Pro Webcam C922 - web camera</u> Mfg. Part#: 960-001087 UNSPSC: 45121520 Contract: Texas IT HW Peripherals - Logitech - DIR-TSO-3865 (DIR-TSO-3865)	5	5285257	\$84.99	\$424.95
<u>Topaz IDGem Backfit LCD 1x5 HID-USB Fingerprint Capture</u> Mfg. Part#: TF-LBK464-HSB-R UNSPSC: 43211709 Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)	1	1293655	\$485.18	\$485.18
<u>Topaz SigLite LCD BT 1x5 T-LBK460-BT2-R - signature terminal - Bluetooth</u> Mfg. Part# T-LBK460-BT2-R UNSPSC: 43211720 Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)	6	3332276	\$356.25	\$2,137.50
<u>Samsung BE55T-H BET-H Pro TV Series - 55" LED TV - 4K</u> Mfg. Part# BE55T-H Contract: Texas IT HW Peripherals - Samsung -DIR-TSO-3865 (DIR-TSO-3865)	1	5999888	\$517.60	\$517.60
<u>Dell OptiPlex 3080 - micro - Core i5 10500T 2.3 GHz - 8 GB - SSD 256 GB</u> Mfg. Part#: H1D72	2	6253713	\$716.57	\$1,433.14

QUOTE DETAILS (CONT.)				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
Chief Thinstall LTTU - wall mount	1	1759702	\$173.38	\$173.38
Mfg Part# LTTU UNSPSC: 31162313				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				
Dell P2719H - LED monitor - Full HD (1080p) - 27"	1	5850901	\$276.97	\$276.97
Mfg Part# DELL-P2719HE Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				

PURCHASER BILLING INFO		SUBTOTAL	
Billing Address: COUNTY OF PANOLA COURTHOUSE ANNEX ROOM 213A CARTHAGE, TX 75633 Phone: (903) 693-0300 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING \$0.00	
		SALES TAX \$0.00	
		GRAND TOTAL \$6,241.12	
		DELIVER TO Shipping Address: COUNTY OF PANOLA 110 S SYCAMORE ST STE 213A CARTHAGE, TX 75633-2543 Shipping Method: CEVA Deferred, 3-5 Days	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Alex Pas		(877) 837-2705		alexpas@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$6,241.12	\$175.31/Month	\$6,241.12	\$200.28/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at: <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager.

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