



Statement of Work

Prepared for:

CITY OF KILLEEN POLICE DEPARTMENT



Date: Aug 9, 2018

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Statement of Work

This Statement of Work ("SOW") defines the scope of work to be accomplished by COBAN under the terms and conditions set forth below and in its attachments. The tasks to be performed by COBAN are defined and a Preliminary Schedule that will be determined during Project Initiation. In addition, the responsibilities of CITY OF KILLEEN POLICE DEPARTMENT ("CLIENT") are also listed.

1.0 Project Objective

The objective of the project is to implement the COBAN Body Camera and Digital In-Car Video Solution ("DICVS") to facilitate the CLIENT on capturing, transferring, retrieving and archiving of the digital videos. A recent International Association of Chiefs of Police (IACP) study found that departments adopting in-car DICVS systems report an increase in successful prosecutions, a decrease in officer time in court, increased officer safety, better regulatory compliance, an adjunct tool for officer training in the field, a reduction in officer involved liability claims and payouts, and a more favorable community perception of officer interaction with the public.

1.1 Scope of the Project

The scope of the project is the implementation of the product and services for the deployment of the COBAN Digital In-Car Video Solution

The tasks defined within this Statement of Work will consist of:

- Project management
- Project initiation
- In-car video equipment installation
- Back office Digital Video Management System (DVMS / Command Center) implementation
- Training services

1.2 Project Location

Work shall be performed at the following location:

Back Office Installation Location

KILLEEN POLICE DEPARTMENT
3304 COMMUNITY BLVD
KILLEEN, TX 76542

In-Car Installation Training / Installation Location

PENDING

1.3 Document Deliverables

COBAN will provide written documentation defining the following aspects of the DICVS in the format specified:

- DVMS / Command Center User's Guide (PDF)
- Body Camera User's Guide
- In-Car Video User's Guide (PDF)
- In-Car System Installation Guide (PDF)

2.0 Project Management

2.1 Project Management Scope of Work

COBAN will designate a Project Manager ("COBAN PM") to provide direction and control of the project. COBAN PM will establish framework for project communication, reporting, procedural and contractual activity. His or her task includes:

- Review the SOW, and any associated documents, with the CLIENT Project Manager
- Maintain project communications through the CLIENT Project Manager
- Establish documentation and procedural standards for this project
- Development of an overall Project Plan at the onset of this project for performance of this Statement of Work that meets the CLIENT DICVS objectives
- Prepare and submit Status Reports. (upon request)
- Review and administer Project Change Control with the CLIENT Project Manager

2.2 Project Initiation

The purpose of this task is to finalize the project team members, facilitate a common understanding of the project objectives, roles and responsibilities, and verify CLIENT's readiness to implement these Services.

- Provide a description of the overall deployment
- Review the project objectives
- Discuss project team roles and responsibilities
- Review the current CLIENT environment
- Discuss the methodologies COBAN will use to provide these services
- Review implementation plans, procurement processes and requirements as well as project activities

3.0 In-Car Video Equipment Implementation

The purpose of this task is to install or train CLIENT in the installation of the in-car video equipment.

3.1 Deliverables

- (190) FOCUS X1 Body Worn Camera
 - 64 GB Internal Storage
 - 10 hrs. Record Time
 - Single Office Dock & Power Supply
 - USB Cable
 - Magnetic Uniform Clip
- (60) FOCUS X1 In-Car Vehicle Dock
- (7) FOCUS 8 Bay Docking Station
- (TBD) Edge 5.7" HiDef
 - Edge HD CPU Module
 - 8 GB Internal SSD OS Drive
 - 64 GB Internal SSD Fail-Safe Drive
 - 64 GB Removable SSD
 - 5.7" Touch Screen Monitor
 - Smart Power Module (SPM) w/ UPS
 - GPS
 - Front Facing HD Color Camera
 - Backseat Wide Angle IR Camera
 - Wireless Microphone Receiver and Transmitter
(Including Li-ion battery, leather pouch, car charger cable, wall charger cable)
 - Covert Backseat Microphone
 - Internal 802.11 a/g/n/ac Wireless Card
 - Three-Year Limited Hardware Warranty
 - Microsoft Windows 7 Embedded

3.2 Software Deliverables

- (190) COBAN DVMS / Command Center BWC Solution Licenses
- (190) COBAN DVMS / Command Center BWC Solution Maintenances Year 2 & 3
- (TBD) COBAN DVMS / Command Center In Car Video Solution Licenses
- (TBD) COBAN DVMS / Command Center In Car Video Solution Maintenance Year 2 & 3

3.3 Service Deliverables

- (190) FOCUS X1 36-Months Extended Service Plan
- (7) FOCUS X1 8-BAY Dock 36-Months Extended Service Plan
- (60) FOCUS X1 VEHICLE DOCK 36-Months Extended Service Plan

3.4 In – Car Installation (Optional)

COBAN ® technician will install TBD Edge system(s). Upon completion of installation of the in car units, COBANs technician will systematically test each unit in a step-by-step process to ensure that ALL functions are fully operational. Authorized CLIENT personnel will be required to approve and sign off the installation. Successful, timely completion of all phases of testing will depend on many “outside” factors pertaining to the existing equipment that are currently in the vehicle. COBAN shall install these units under the assumption that ALL scheduled vehicles have been thoroughly assessed by the CLIENT and approved for said installation. Any failure or inconsistency noted during installation and testing shall be reported immediately to the CLIENT for resolution. (An example of one of the most commonly found failures during installations are that the battery in the vehicle is not charging properly or is not holding a charge properly. This can cause a premature “shutdown” of the digital in car unit, or the existence of “scotch locks” on existing

cabling). Delays due to vehicles not being available or vehicles not approved for installation may result in additional fees to the CLIENT. System record triggers (triggers are defined as any device (s) with a digital signature that automatically initiates a recording) will be determined prior in the project work order. If additional activation triggers are requested, a work change order must be submitted and any additional costs (if applicable) must be approved to the CLIENT prior to said triggers being installed and configured. Currently, COBAN charges \$ 125.00 per hour for in-car installation services.

3.5 Installation Training Provided by COBAN (Optional)

Please refer to Training Service (Section 5.2) for In-Car Installation Training details.

3.6 Assumptions

- The vehicles scheduled for installation or training on the agreed upon date will be present and available to the technicians. Failure to have vehicles available during this time may result in additional costs being incurred.
- If the agreed upon date for installation or training cannot be met, CLIENT will notify COBAN 14 days prior to the scheduled installation date.
- Digital photographs of the different types of vehicles the COBAN units are to be installed in will be provided at least 30 days prior to installation by CLIENT (Photos of the interior, headliner, console, divider cage and any equipment installed in vehicle – one set per vehicle type).
- All existing equipment that will interfere with COBAN's equipment being installed should be removed by CLIENT prior to the COBAN installation.
- Due to liability, COBAN is unable to assist CLIENT in removing or relocating any 3rd party hardware
- Information on the Light bar and any other "input" device to be integrated with the in-car unit shall be provided at least 30 days prior to scheduled installation date by CLIENT.
- ALL scheduled vehicles have been thoroughly assessed by the CLIENT and approved for said installation (including battery and alternator charging systems).
- CLIENT is to receive delivery of equipment specified in Appendix 1 at CLIENT's designated location

4.0 Back Office DVMS / Command Center Implementation

The purpose of this task is to implement and configure the COBAN Digital Video Management System.

4.1 Deliverables

Back office Hardware Deliverables

- (1) Rimage Disk Auto DVD Burner
- (1) 97.7 TB DELL PowerEdge Server
- (1) UPS
- (1) COBAN Redaction Render Engine
- (_TBD_) Tech Support Kit
- (_TBD_) USB 2.0 Upload Cradle

Back Office Software Deliverables

- (1) COBAN DVMS Automated DVD Burning Solution Software License
- (1) COMMAND | REDACT SOFTWARE License
- (1) COMMAND | REDACT SOFTWARE Maintenance Year 2 to 5
- (TBD) COBAN DVMS Automated DVD Burning Solution Maintenance Year 2 to 5

Back Office Service Deliverables

- (1) Back Office Setup Package B
 - 4-Day Onsite Back Office Setup (Configuration, Setup, Training). Includes travel / accommodations for 4 nights.
- (1) Sever Hardware Extended Warranty Year 2 to 5
- (1) COBAN Redaction Render Engine Hardware Extended Warranty Year 2 and 3
- (TBD) Rimage Hardware Extended Warranty Year 2 to 5

4.2 Workstations & Upload Configuration

(WIRELESS PROVIDED BY COBAN – with Installation)

The purpose of the wireless upload is to enable reliable data transfer between the on-site network and CLIENT's vehicles that are outfitted with the COBAN systems. COBAN wireless upload method uses **802.00 a/b/g/n/WiMax** (Edge Only) protocols for high speed transfer. The check point transfer algorithm allows the upload to be terminated and resumed at a later time. On such dates and times mutually agreed upon by the parties, COBAN wireless partner will conduct an onsite wireless site survey. The objective of the survey is to create a site design document with recommended equipment list, access point locations, pre-optimized power output settings, orientations, depicted RF power levels and expected data throughput. If needed, based on the information gathered from the survey, COBAN will re-submit an update equipment list, pricing and wireless statement of work to the CLIENT for approval, by following section 9.6 Project Change Management Procedures. Once CLIENT approved the change, COBAN will procure and arrange for the installation and testing of the wireless components.

(WIRELESS PROVIDED BY COBAN – W/O Installation) The purpose of the wireless upload is to enable reliable data transfer between the on-site network and CLIENT's vehicles that are outfitted with the COBAN systems. On such dates and times mutually agreed upon by the parties, COBAN will arrange with the CLIENT to conduct a site survey for the wireless upload solution. Once the site survey has been reviewed and approved by the CLIENT, COBAN will procure and arrange for delivery of the wireless components. Due to liability, COBAN is unable to physically mount the Access Points, Antenna, and Cable etc. It is the CLIENT'S responsibility to have the Wireless equipment installed prior to COBAN arriving on site for configuration and testing.

(WIRELESS PROVIDED BY THE CLIENT) The CLIENT will provide **802.11 a/b/g/n/ WiMax** connectivity to facilitate the wireless upload. COBAN video system will connect to CLIENT's network to complete the wireless upload. It is the CLIENT'S responsibility to have the Wireless equipment installed prior to COBAN arriving on site for testing.

Removable Hard Drive: The CLIENT will be using the removable hard drive upload solution; recorded video will be up-loaded from the COBAN video system to the server via removable hard drive using a high-speed USB 2.0 interface. This is the fastest and most efficient way of uploading videos for CLIENT that run tight shifts on cars. When used in conjunction with wireless or wired upload, it can also be used as a backup method in case the wireless or wired

network is down. The CLIENT will be providing its own workstations for this purpose and ensure that the workstation(s) meets the COBAN minimum upload workstation requirement listed below.

	Required	Recommended
Operating System	Windows 7 Professional SP1	Windows 7 Professional SP1
Processor	Core 2 DUO, 2.2GHz or higher	Intel Core i5
Memory	2 GB RAM	4 GB RAM or higher
Graphics Card	64 MB Graphics Card	1 GB Graphics Card (for HD quality playback)
USB Port	2 USB 2.0 port for upload cradle (Mobile HDD upload/download)	4 USB 2.0 port for upload cradle (Mobile HDD upload/download & Automated DVD)
Hard Drive	320 GB Free Hard Disk Space	500 GB Free Hard Disk Space or above
Ethernet	Active Gigabit Ethernet Connection	Active Gigabit Ethernet Connection
Additional software	<ul style="list-style-type: none"> - VLC 2.0.5 - Silverlight (if using Command Center client) - .Net Framework 4.5.1 or higher - .Net Framework 3.5 	
Additional requirements for DVD Burning	<ul style="list-style-type: none"> - DVD R/RW /CD R/RW +/- Drive - 4 GB RAM or higher 	

The equipment listed above only applies to workstations that the CLIENT will use for upload, view and export of recorded videos to and from the storage array. Workstations that the CLIENT simply wishes to be able to view videos and run reports from the DVMS / Command Center CLIENT Software need only to be running Windows XP Pro, MPEG II Codec, and have an active Ethernet connection. The DVMS / Command Center CLIENT Software may be loaded on to additional workstations (by the CLIENT) with no additional license fees incurred from COBAN.

4.3 Server and Storage Configuration

Server Provided by COBAN:

COBAN video storage solution provides flexible and scalable solutions to customers from small single location department to large, multi-precinct and even statewide departments. For this project, COBAN will provide the CLIENT with a ____TB (unformatted capacity) server for storing the uploaded video files. DVMS / Command Center Software will be installed on the server; COBAN engineer will test connectivity and operability from workstation to server. An authorized member of CLIENT's Information Technology Department personnel **MUST** be on hand for this installation when the DVMS / Command Center storage devices are to be added to the CLIENT existing network.

Server Provide by the CLIENT:

The CLIENT will provide its own back end storage hardware and ensure the Server will meet COBAN's minimum specification requirements:

Operating System	Windows Server 2012 or higher (64 bit if RAM exceeds 4GB)
Database Server	Microsoft SQL Server 2012 R2 or 2014
Processor	XEON E5-2609 or higher
Memory	16 GB RAM or higher
Graphics Card	512 MB Graphics Card
USB Port	4 USB 2.0 port for upload cradle (Mobile HDD upload/download & Automated DVD)
Hard Drive	500 GB Free Hard Disk Space or higher Operating system and Database drives should be deployed in a RAID 1 mirror RAID array. (It is recommended that these drives be separate from the video data drives for additional redundancy. Video data storage drives should be deployed in a RAID5+1 hot spare configuration.) <i>(See section titled Video Storage Recommendations for more information on video storage)</i>
Ethernet	Active Gigabit Ethernet Connection with assigned static IP address (Minimum of 2)
Power Supply	Redundant Power Supply
Additional software	- VLC 2.0.5

	<ul style="list-style-type: none"> - Silverlight (if using Command Center client) - .Net Framework 4.5.1 or higher - .Net Framework 3.5
Additional requirements for DVD Burning	<ul style="list-style-type: none"> - DVD R/RW /CD R/RW +/- Drive - 4 GB RAM or higher - We do not recommend that agencies burn DVD's directly from the server.

Video Storage Recommendations:

The amount of storage space required for the solution may vary greatly from agency to agency. For example, 4 TB of storage space may be more than sufficient for one agency, but not enough for another. Please consider the following when calculating storage space:

- Number of (R)ecording devices (Body Worn, In-car, Interview Room)
- Number of (S)hifts per day the devices will be used
- Number of (H)ours of video recorded per device per shift
- Data of (V)ideo per hour recorded (file size : SD, HD, etc.)
- Number of (D)ays the video will be retained

The formula would be $R \times S \times H \times V \times D$

Example of how to calculate storage: An agency has 20 Body Worn cameras that are used on a single shift per day and records on average 2 hours of video per shift. The video size is 2.5 GB per hour and will be kept on the server for a minimum of 90 days.

The amount of storage for this CITY OF KILLEEN POLICE DEPARTMENT agency would be approximately 9 TB or 9,000 GB ($20 \times 1 \times 2 \times 2.5 \times 90 = 9000$).

Virtual Server Consideration

When provisioning your virtual server, please create your server using as close to the provided specifications as possible. This will ensure the most success with your back end Server. Our minimum processor core requirement is two cores.

DVMS / Command Center application will be installed on the server. COBAN Engineer will test connectivity and operability from the workstation to the server. An authorized member of the CLIENT's Information Technology Department **MUST** be on hand for this installation when the DVMS / Command Center storage devices are to be added to the CLIENT existing network.

4.4 Automated DVD/CD Configuration (Optional)

Auto DVD/CD burner may be used to extend "archived/offline" storage. CLIENT will provide an Active Ethernet Connection 100 base-T or faster and power source. Depending on the model, CLIENT might need to provide a dedicated workstation to accommodate the Auto DVD burner. The workstation will meet COBAN's minimum spec requirement.

4.5 Assumptions

- CLIENT will use existing IP network for the DVMS / Command Center server and provide any necessary network addresses or other items needed to integrate into the network. (if applicable)
- CLIENT is responsible to procure the back end infrastructure equipment (such as, the Server, Raid Disk Hardware, Tape Library, Tapes, Transfer Workstation, etc.) outside of this SOW.
- CLIENT is responsible for obtaining the software licenses (such as, Microsoft SQL, MS Server, TSM, etc.) outside of this SOW
- CLIENT is responsible for Identify, collect, and provide input information on legislation that would impact the development of video data retention policies.
- CLIENT is to receive delivery of equipment specified in Appendix 1 at your designated location

5.0 Training Service

COBAN will provide training to the CLIENT to ensure transfer of knowledge will occur between COBAN and CLIENT,

5.1 Deliverables

- (1) Admin / Officer Training
- (TBD) In-Car Installation Training (Optional)

5.2 Installation Training Provided by COBAN (Optional)

COBAN technicians will train the CLIENT / 3rd Party Outfitter on the proper installation and support of the Edge / TITAN M7 system. COBAN technician will use up to two (2) vehicles as installation training vehicles (unless detailed otherwise in quote). The CLIENT / 3rd party outfitter shall provide the installation location and ensure that the vehicles and technicians to be trained are available at the agreed upon time. Upon successful completion of each phase, authorized CLIENT personnel will be required to approve the installation and training.

Successful, timely completion of the installation and testing will depend on many “outside” factors pertaining to the existing equipment that are currently in the vehicle. COBAN shall install these units under the assumption that ALL scheduled vehicles have been thoroughly assessed by the CLIENT and approved for said installation. Any failure or inconsistency noted during installation and testing shall be reported immediately to the CLIENT for resolution. (An example of one of the most commonly found failures during installations are that the battery in the vehicle is not charging properly or is not holding a charge properly. This can cause a premature “shutdown” of the digital in car unit, or the existence of “scotch locks” on existing cabling). Delays due to vehicles not being available or vehicles not approved for installation may result in additional fees to the CLIENT. System record triggers will be determined prior in the project work order, if additional triggers are requested, a work change order must be submitted and any additional costs (if applicable) must be approved by the CLIENT prior to said triggers being installed and configured.

5.3 Admin and Officer Training

The CLIENT has opted for “Train the Trainer” approach. COBAN will train the appropriate CLIENT personnel who in turn will be responsible for training the officers and other authorized CLIENT personnel on the operation of the digital in car unit and DVMS / Command Center storage application. Electronic user manuals on all equipment and applications installed will be provided to the CLIENT for review. COBAN® will provide one (1) day training; consist of two (2) sessions. Morning session (8am-12pm) Administrator / Back Office Training; Afternoon session (1pm-5pm) Officer / In-Car Training. It is recommended that there be no more than eight (8) trainees per session.

5.4 Training Outline

Officer Training: (Typically 2hr with Q & A)

1. In-car unit
 - a. Location and function of all the physically installed components in the vehicle.
 - i. CPU/Monitor/PSU/Mics/Antennas
 - ii. Crash Sensor and how to reset
 - iii. Fuses
 - b. Operation of the in-car unit. Be sure to train to the policy that is determined in the PD admin training.
 - i. Start of shift (Turning on and logging on)
 1. Emergency/Delayed/Quick Logon
 - ii. Pre-event and Post-event recording
 1. When audio is recorded (WL and ICM)
 2. When video is being recorded (both cameras)
 - iii. Data Entry
 - iv. Be extra sure to train on the wireless microphone (Lapel, charging, syncing, etc.)
 - v. Shutdown Criteria and timers
2. Basic BackOffice use.

- a. Video Search and Playback
 - i. Multi-Video playback
 - ii. Burning/Exporting (if allowed)
 - iii. Data Entry
 - 1. Case numbers and their significance
 - 2. (Active Case Management, DPM, Case Package, Populate Metadata)
 - 3. Populate Data
- b. Basic understanding of retention policy set by department
- c. Snapshots (and how they are stored: loose and video-associated)
- d. Changing Password

PD Admin Training: (Typically 1-2 hours)

- 1. Vehicle Setup
 - a. Setting up different templates
 - b. System
 - i. Logon Options
 - ii. Failsafe (and their department policy)
 - c. Video and Audio
 - d. Peripherals
 - i. Trigger delays (especially for Light Bar)
- 2. User Setup
 - a. Setting up User Rights Templates
 - b. Setting up User Groups
 - c. Explain video viewing restrictions as it relates to rights and groups
- 3. Video Search
 - a. General operation.
 - b. Data Entry and Case number significance
 - c. Video Hold Request
- 4. Announcements Videos
- 5. Statistics and in car logs (in BOClient)
- 6. Map Trace and Map Search (if applicable) and demonstration (if applicable)
- 7. DPM (Digital Property Manager) and demonstration (if applicable)

IT Admin Training: (Typically 1-2 hours)

- 1. What is on the server
 - a. COBAN Services
 - b. Multi-server Architecture (if applicable)
- 2. Where is everything and what needs to be watched and maintained
 - a. RAID boxes
 - b. Tape Library (Check-in/Check-out)
 - c. AutoDVD media and ink
- 3. Client installation
 - a. Security
 - b. Auto-IT and scripting
 - c. Auto DVD (if applicable)
- 4. How videos are stored
 - a. Retention Policy and how archiving works
- 5. Server Logs and Video Logs
- 6. Email Notification

Common Admin Training – PD and IT: (Typically 1-1.5 hours)

- 1. Define Event Types and Storage lengths
 - a. Example retrieval/Demo of media not on HDD (Tape or DVD)
- 2. User data import utility, and the possibility of automating this process

- a. Possibility of vehicle information

5.5 Assumption / Requirements

- CLIENT will provide the training facility (table, chairs for staff that will be trained)
- CLIENT will provide PC projector and projector screen for the duration of the training.
- CLIENT will provide network connectivity and electrical outlet in the training facility
- CLIENT is to provide COBAN a list of personnel that will be attending the training.
- CLIENT will ensure designated personnel who attend the Admin training session herein have basic server administrator skills for Microsoft Server 2005 (or higher) and basic database administrator skills for Microsoft SQL 2005 (or higher).
- Officer Training should be limited to 8 officers per session; each session is approximately 4 hours long. Officer Training is held using the "Train the Trainer Method".
- Administrator training is typically around 4 hours. In addition to covering usage and functions, department policy (including video storage) and options (including triggering and pre-event) will also be configured. It is REQUIRED that the personnel who can determine these policies be present. Note that Administrator Training must be completed prior to Officer training.

6.0 Project Roles & Responsibilities

6.1 COBAN Staffing Model

Resource	Involvement	Responsibilities
Representative Richard Alley 281-925-0488	<ul style="list-style-type: none"> Client Representative 	<ul style="list-style-type: none"> Executive level communications between COBAN & CLIENT Customer Satisfaction, resolution on escalated issues
Project Manager Cindy Chang 281-925-0488	<ul style="list-style-type: none"> Product procurement Monitors project progress Resource planning & deployment Status reporting Issue escalation 	<ul style="list-style-type: none"> Leads staffing requests and coordinates their deployment and timing at CLIENT locations Orders and stages all HW and SW for installation at appropriate time Conducts internal review of all deliverables Review all COBAN documentation for completeness, accuracy and clarity Monitors project progress and ensures effort is driving to meet CLIENT goals and requirements. Ensures client receives adequate status updates throughout project
Solution Consultant(s) TBD 281-925-0488	<ul style="list-style-type: none"> Solution Consulting 	<ul style="list-style-type: none"> Reviews DICVS configurations for minimum requirements Reviews network schemes and storage equipment Assists with problem determination and problem isolation
COBAN Admin / Officer Trainer TBD 281-925-0488	<ul style="list-style-type: none"> Skills transfer to CLIENT 	<ul style="list-style-type: none"> Conduct training sessions to CLIENT on how to use the COBAN DICVS Provide training documentation
COBAN Installation Trainer TBD 281-925-0488	<ul style="list-style-type: none"> Skills transfer to CLIENT 	<ul style="list-style-type: none"> Conduct training sessions to CLIENT on how to use the COBAN DICVS Provide training documentation usage deliverables in conjunction Develops vehicle equipment installation schematics

6.2 CLIENT Staffing Model

7.0 CLIENT's General Responsibilities

This SOW is provided based on the following requirements met by others and following key assumptions. Any deviations from these assumptions that arise during the project shall be managed through the change management procedures as specified in Section 5.0. Parties agree that any changes in the assumption may result in adjustment in pricing and project timeline. CLIENT understands additional services and fees may be required if inaccurate or incomplete data/information is supplied to COBAN.

- Provide a single point of contact for project coordination with COBAN.
- Provide a list of key resources for affected areas by the project to the COBAN Project Manager prior to the project kick off; including Name, Title and Area of Focus, phone & E-Mail wherever possible.
- Notify COBAN 21 days in advance of schedules change.
- Complete COBAN provided Vehicle Survey, Vehicle Survey Photos and Back Office Configuration Survey at least 30 days prior to on site implementation.
- Provide up to date network diagrams.
- Provide power requirements for equipment as specified by COBAN.
- Provide network connectivity resources.
- Provide security clearance and physical access to facilities, as required. This includes badges, passwords, and access cards, parking privileges.
- Ensure all users and administrators are present during the allotted training times, on time and without interruption.
- The vehicle(s) scheduled for installation on the agreed upon date will be present and available to COBAN® technicians.
- CLIENT is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
- CLIENT will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project meet those requirements.
- If CLIENT makes facilities, software, hardware, networks or other resources available to COBAN, CLIENT is responsible for obtaining any licenses or approvals related to such resources that may be necessary for COBAN or its subcontractors to perform the Services, including the development of any deliverables. COBAN will be relieved of its obligations to the extent CLIENT's failure to promptly obtain such licenses or approvals adversely affects COBAN's ability to perform its obligations. If a third party asserts a claim against COBAN as a result of CLIENT's failure to obtain these licenses or approvals, CLIENT agrees to reimburse COBAN for any costs and damages COBAN may reasonably incur in connection with such claim.
- The CLIENT is responsible for maintaining its own "Disaster Recovery" policies and procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by the CLIENT and for actually reconstructing any lost or altered files, data or programs. COBAN assumes no responsibility for the protection of The CLIENT data. COBAN is not liable for damage to software or data caused by service to the computer hardware equipment, except to the extent that such damage is caused directly or indirectly by COBAN. Any service / warranty work required on the workstation, server or other devices provide by the CLIENT in conjunction with the DICVS will be performed by the manufacturer's representative from whom they purchased the devices.
- The CLIENT's Information Technology Department will be responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, etc.) are made prior to the installation and testing of the DVMS / Command Center storage equipment. COBAN shall not be held liable for any of the following and is not limited to: network breach, data interception or loss of data due to those types events, virus / Trojan infection, if and when a situation should occur. It is highly recommended that the CLIENT's Information Technology Department maintain a "remote" connection to the server for the remote support of the server by COBAN software engineers. This connection need not be a "constant or always live" type, but one that can be established easily as needed.

8.0 Estimated Schedule

- Estimated Start Date = within 60 days after receiving the signed SOW
- Estimated End Date = Pending

Reasonable effort shall be made to keep the schedule dates intact.

COBAN shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

9.0 General Terms and Conditions

9.1 Freight

All deliveries are **Prepaid & Allow**. COBAN will prepay the transportation charges; transportation charges are already included in the contract price.

9.2 Warranty Conditions

All hardware comes with manufacturer's standard three (3) years material warranty, exceptions are listed in Appendix III, under Warranty Limitation. COBAN will assign to the CLIENT all benefits of any manufacturer's warranty or any other guarantee which may apply to the same; such warranties shall begin when supplies or equipment are delivered to the CLIENT.

9.3 Contracts

All contracts and agreements between COBAN and the CLIENT shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as adopted by the State of Texas and as most recently revised. PURCHASE CONTRACT will be put into effect by means of a Purchase Order(s) executed by authorized agents of the CLIENT

9.4 Tax Exempt Status

All government entities exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property, must supply COBAN with the appropriate documentation prior to or in conjunction with initial purchase.

9.5 FORCE MAJEURE

Neither party hereto shall be liable for delays or failure to perform with respect to this agreement due to (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by subcontractors due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

In the event of any suit or action under this Contract, venue for all causes of action shall be instituted and maintained in Fort Bend County, Texas. The CLIENT and COBAN agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement

Time is of the essence of this Contract.

9.6 Project Change Management Procedure

It is understood that it may become necessary to amend this SOW for reasons including, but not limited to, the following:

- CLIENT changes to the scope of work and or specification for the services
- Unforeseen technical issues which are beyond the control of either party
- Non-availability of resources which are beyond the control of the either party
- Environmental or architectural impediments not previously identified.

In the event either party desires to change this SOW, the following procedures will apply: The party requesting the change will deliver a written change request document to the other party. The change request will describe the nature

of the change; the reason for the change; the effect the change will have on the scope of work, which may include changes to the deliverables, and the schedule; the effect on price.

A change request may be initiated by either party for any material or service changes to the SOW. The designated Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the change request and negotiate in good faith the changes to the services and the additional charges, if any, required to implement the change request. If both parties agree to implement the change request, the appropriate authorized representatives of the parties will authorize the change request, indicating the acceptance of the changes by the parties.

For the purpose of change requests, email notification of a change by the Project Manager and email notification of acceptance by the Project Manager shall constitute authorization by either party. No oral order or commitment shall constitute a change to the SOW.

Upon execution of the change request, the change request will be incorporated into, and made a part of, this SOW. Whenever there is a conflict between the terms and conditions set forth in a fully executed change request and those set forth in the original SOW, or previous fully executed change request, the terms and conditions of the most recent fully executed change request shall prevail.

9.7 Defective Work

Prior to Final Acceptance, if the CLIENT determines that the work, furnished under the SOW is not fully and completely in accordance with requirement of the Contract, CLIENT will give written notice and description of such non-compliance to COBAN. COBAN will respond to the written notification with a detailed, written plan which will indicate the time and methods needed to bring the work in compliance with the contract.

9.8 New Technology and Products

New products that meet the scope of work may be added to the existing Contract, provided the parties hereto agree to do so. Pricing for such new products shall be supplied, in writing, to the CLIENT for review and approval. COBAN may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract is superior to the original products offered, and/or if the products meet the requirements of the original solicitation.

10.0 Special Terms and Conditions

Digital video surveillance systems, including in-vehicle systems, offer new functionality and added convenience, but they may also introduce some unique security and privacy exposures. These exposures include, but are not limited to, policies and operating procedures related to a) the capture, transfer, and management of digital images; b) the use of these digital images in legal proceedings; and c) the use of these digital images for other purposes. Numerous techniques are available that may mitigate some of these unique security and privacy risks, including ensuring that security reliance is not placed solely on the system, and that the system and resulting images are used only in compliance with comprehensive CLIENT policies and standard operating procedures. The CLIENT acknowledges and understands that the CLIENT is solely responsible for developing, implementing and maintaining appropriate security and privacy policies and operating procedures for the system(s) described in this Contract, and ensuring on-going compliance with them.

The CLIENT acknowledges and understands that the installation of after-market equipment in motor vehicles can compromise a vehicle's safety-related design characteristics, including but not limited to:

- Airbags, including but not limited to potential obstruction of airbag deployment;
- Passenger compartment, including but not limited to potential for ergonomic problems, physical obstacles, etc.
- Trunk/gas tank protection, including but not limited to the potential for trunk-mounted equipment to exacerbate tank vulnerability in a rear collision.

By agreeing to this Contract and to the performance contemplated thereby, the CLIENT expressly assumes the risks outlined above with respect to the equipment and the installation of said equipment hereunder. To this end, the CLIENT agreement on the mechanical placement of after-market, in-vehicle equipment during installation hereunder constitutes CLIENT's acceptance that these minimum safety requirements have been met, and that CLIENT installers has been judged capable by the CLIENT of repeating the acceptance criteria for the balance of the installations for the CLIENT.

COBAN shall bear no liability whatsoever for any claims, expenses, losses or costs relating to the safety of any equipment provided hereunder or the safety of any installations thereof.

COBAN shall bear no liability whatsoever for, and the CLIENT hereby fully, irrevocably and unconditionally release COBAN and its successors and assigns harmless from, any claims, expenses, losses, or costs relating to the CLIENT's use of the materials, system or services provided by COBAN hereunder, including any claims based on the content of any information captured on any video recorder provided hereunder. The CLIENT will be solely responsible for any and all such claims made against COBAN which are based on the CLIENT's use of the materials, system or services provided by COBAN hereunder.

The CLIENT acknowledges and agrees that COBAN's performance hereunder does not include any obligation to provide testimony or other evidence of any kind in any legal, regulatory, administrative or other proceeding excluding lawfully issued subpoenas issued by judge or court of law. In the event that COBAN is requested by the CLIENT to be the expert witness to provide testimony or any evidence of any kind in connection with its performance hereunder, whether required by the CLIENT or any other third party, the CLIENT agrees to pay COBAN's time and materials rates plus COBAN's actual expenses incurred in the provision of such testimony or evidence.

11.0 Pricing and Billing

11.1 Pricing

COBAN and the CLIENT agree to the COBAN Price Quote attached under Attachment I of this SOW and CLIENT Purchase Order that is attached under Attachment II of this SOW. The Project Change Control Management outlined in Section 9.6 will be used if there are any pricing adjustments.

COBAN will not begin work under this SOW until CLIENT has signed this SOW and we have received a valid Purchase Order for the project. Subsequent orders will only be processed if COBAN receives formal written authorization in the form of a valid Project Change Authorization or Purchase Order.

Pricing is based upon a direct transaction between COBAN and CLIENT without involving any 3rd party.

11.2 Billing

COBAN will invoice for all hardware and software components upon delivery. The services listed are fixed price and will be invoiced once the services are rendered. SOW that has multiple or partial deliveries, a separate invoice will be generated for each completed delivery.

11.3 Terms

Notice to proceed is constituted by a signed purchase order and signed Statement of Work. Purchase orders are accepted via email at cindyc@COBANtech.com or fax at 281.277.8256, Attn: Purchasing.

11.4 Payments

The CLIENT shall make payment within thirty (30) days following the receipt of COBAN's invoice. A non-refundable surcharge of 3.00% will be added to each transaction for credit card payments. Should additional work beyond the scope of the services detailed herein by COBAN be requested by the CLIENT, fees for such services will be negotiated with the CLIENT prior to performing such work.

- Invoice shall be sent to:

CITY OF KILLEEN POLICE DEPARTMENT

- Payment shall be mailed to:

COBAN Technologies, Inc.
Accounts Receivable
11375 W. Sam Houston Parkway South, Suite 800
Houston, TX 77031
Telephone. 281-925-0488
Fax. 281-925-0535

12.0 Project Authorization and Notice to Proceed

CLIENT agrees to the scope and terms and conditions identified in this Statement of Work.

ACCEPTED AND AGREED TO:

CITY OF KILLEEN POLICE DEPARTMENT

Buyer Signature Date

Printed Name

Title & Organization

Address

Address

ACCEPTED AND AGREED TO:

COBAN Technologies, Inc.

Seller Signature Date

Printed Name

Title & Organization

Address

Address

Appendix I - COBAN Price Quote / Equipment and Service List

Appendix II - CLIENT's Purchase Order

Appendix III – Client's W9 Form

**** Please provide a copy of your completed W9**

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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 code (if any) _____ (Ap)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

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 or 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.

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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) which may be your social security number (SSN), 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-INT (interest earned or paid)
- 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)

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

If you return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Appendix IV – Client’s Tax Exempt Certificate

**** Please provide a copy of your Tax Exempt Certificate if applicable**

Appendix V – EDGE CLASSIC/ SD/ HD 5.7 Manufacturer Limited Warranty

(Hardware Repair Service)

The following document details the COBAN Manufacturer Limited Warranty for the EDGE System. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured EDGE System ("PRODUCT"), against defects in material and workmanship under normal use and service for a period of three (3) years and, such warranties shall begin when the PRODUCT is delivered to the Original End User ("CLIENT"). This expressed Limited Warranty is extended by COBAN to the CLIENT purchasing the PRODUCT for purposes of governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the PRODUCT manufactured by COBAN and it does not warrant the installation, maintenance, support or service of the PRODUCT unless a separate written agreement is made between COBAN and CLIENT. Please refer to DVMS Maintenance Support Service Option for technical support and software support details.

WARRANTY COVERAGE

The warranty applies within all fifty (50) states of the United States of America. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damaged, altered or removed from the product. COBAN, at their discretion, will at no charge, repair the PRODUCT (with new or reconditioned parts), or replace it with the same or equivalent PRODUCT (using new or reconditioned products), during the warranty period, provided that the CLIENT notifies COBAN according to the terms of this warranty. The repaired or replaced PRODUCT is warranted for the remaining original applicable warranty period. All returned parts of the PRODUCT shall become the property of COBAN.

Items covered under this warranty:

- EDGE CPU / Encoder Module is covered for three (3) year under this warranty
- EDGE Display Module is covered for three (3) year under this warranty
- EDGE Power Supply Module is covered for three (3) year under this warranty
- EDGE Removable Hard Disk is covered for three (3) year under this warranty
- EDGE System Cables are covered for three (3) year under this warranty
- EDGE Wireless Microphone ("Mic.") Transmitter is covered for three (3) year under this warranty.
- EDGE Wireless Mic. Receiver is covered for three (3) year under this warranty.
- EDGE Primary Forward Facing Camera is covered for three (3) year under this warranty

WARRANTY LIMITATION

- EDGE System Wires is covered for twelve (12) months under this warranty.
- EDGE Power Supply Battery is covered for twelve (12) months under this warranty.
- EDGE Wireless Mic. Transmitter Pouch is covered for twelve (12) months under this warranty.
- EDGE Wireless Mic. Transmitter Battery is covered for twelve (12) months under this warranty.
- EDGE Wireless Mic. Transmitter Antenna is covered for twelve (12) months under this warranty.
- EDGE Wireless Mic. Receiver Antennas is covered for twelve (12) months under this warranty.
- EDGE Optional Peripheral Devices are covered for twelve (12) months under this warranty

EXTENDED 4TH AND 5TH YEAR WARRANTY SUBSCRIPTION

The terms and conditions set forth in this document will apply to the 4th and 5th Year Extended Warranty Subscription, if applicable.

GENERAL WARRANTY PROVISIONS

This warranty sets forth the extent of COBAN'S responsibilities regarding the PRODUCT. Repair and replacement of the purchase price, at COBAN'S option, is an exclusive remedy.

THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COBAN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COBAN BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCES, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THAT MAY BE DISCLAIMED BY LAW

FORCE MAJEURE

COBAN shall not be liable for delays or failure to perform with respect to this agreement due to Force Majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

CLIENT'S RESPONSIBILITIES

- It is the CLIENT's responsibility to back up the contents of all hard drives, including any data that may be stored or software that may have been installed on the hard drive. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service and as such COBAN will not be held liable for any damages to or loss of any program, data or other information stored on any media or any part of any PRODUCT serviced hereunder. It is HIGHLY recommended that the CLIENT creates a valid disk "image" after final installation is completed. This image will need to be updated as changes are made to the units and kept safe by the CLIENT for data recovery purposes. COBAN assumes no liability or responsibility in developing a disaster recovery policy for the CLIENT. The CLIENT will perform any and ALL data reconstruction, unless specifically stated in the initial contract between COBAN and the CLIENT.
- The CLIENT is responsible for maintaining its own "Disaster Recovery" policies and procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by the CLIENT and for reconstructing any lost or altered files, data or programs. COBAN assumes no responsibility for the protection of The CLIENT data. COBAN is not liable for damage to software or data caused by service to the computer hardware equipment, except to the extent that such damage is caused directly or indirectly by COBAN. Any service / warranty work required on the workstation, server or other devices provide by the CLIENT in conjunction with the DICVS will be performed by the manufacturer's representative from whom they purchased the devices from.

CLIENT'S REPRESENTATIVE

At all times during the term of this warranty, at least one (1) employee of the CLIENT shall be designated to act as Representative. Representative shall be responsible to react to all equipment problems, attempt troubleshoot to isolate the malfunction area, notify COBAN of the need for service and cooperate with COBAN to diagnose the problem over the telephone.

All initial RMA Requests MUST be called into COBAN's Tech Support line (281-925-0488 option 2) or entered via COBAN Customer Support Web Portal (<http://customer.COBANTECH.com>).

Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested.

RMA AND SHIPPING

Once COBAN determines that all or part of the PRODUCT requires return for repair or replacement, a Return Merchandise Authorization Number (RMA NUMBER) will be issued. We recommend the CLIENT insure or get a tracking number for the return package as COBAN is not responsible for lost, stolen or damaged packages. Please prominently display the RMA number on the outside of the shipping box and ship labels of each box.

During the first ninety (90) days of deployment, COBAN will cover the cost of any RMA shipment to and from COBAN's maintenance facility. After the ninety (90) days, the CLIENT will be responsible for shipping charges and to insure the product arrives at COBAN intact. COBAN will pay for return shipping, via Ground shipping services to return the repaired/serviced modules back to the CLIENT. Any expedited shipping requests will be the responsibility of and paid for by the CLIENT. Repair times for defective modules are objectives, not guarantees.

ADVANCE PLACEMENT / CROSS SHIP

If advance replacement / cross ship is required and the CLIENT wishes to receive the most expedient service available, the CLIENT will be required to provide COBAN with a credit card authorization to bill the CLIENT's credit card in the event that the CLIENT fails to return the original parts. The credit card will only be charged for COBAN's list price for the part if the part has not been returned within ten (10) days.

Type of Card: _____

Credit Card Number: _____

Expiration Date: _____

OTHER INFORMATION

Unit Replacement

Once a replacement component has been received, the CLIENT must relinquish the defective unit to COBAN. If the defective unit is not returned within ten (10) days, the CLIENT agrees to pay COBAN the cost for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Service Description Agreement and may result in other legal actions, including but not limited to suspending shipment of subsequent units and or replacement components.

Parts Ownership

All service parts removed from the CLIENT's Supported System become the property of COBAN. The CLIENT will be obligated to pay at the current retail price(s) for any service parts removed from the CLIENT's Supported System and retained by the CLIENT. COBAN will use new and reconditioned parts made by various manufacturers in performing warranty repairs.

NON-WARRANTY SERVICES

Each warranty request pertaining to any item not covered under the EDEG Manufacture Limited Warranty shall be invoiced to the CLIENT at the agreed upon Time and Materials rate. Currently, COBAN charges \$ 125.00 per hour on non-warranty phone support and \$ 125.00 per hour on none warranty repair. COBAN Support Engineers are not authorized to service any third-party hardware, software or vehicle issues.

COBAN will charge the CLIENT a \$ 125.00 service fee for any RMA units/components that are returned to COBAN as "non-warranty" items. Non-Warranty items are defined under section titled ITEMS NOT COVERED UNDER THIS WARRANTY. Non-Warranty repair work will be billed separately from this service fee.

COBAN will charge the CLIENT a \$ 125.00 service fee for any RMA units/components that are returned to COBAN as "non-operational" that are in fact operational (ie: CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems).

COBAN will obtain approval/direction for any billable service before repairs are initiated (ie. devices not covered, repairs not covered, etc)

COMPLIANCE

FAILURE TO FOLLOW ANY OF THE ABOVE INSTRUCTIONS MAY RESULT IN DELAYS AND MAY CAUSE THE CLIENT TO INCUR ADDITIONAL CHARGES, OR MAY VOID WARRANTY.

IF DURING THE REPAIR OF THE PRODUCT, THE DATA STORED ON THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, COBAN IS NOT RESPONSIBLE WHATSOEVER TO RECOVER OR RESTORE SAID DATA. THE CLIENT'S PRODUCT WILL BE RETURNED TO THE CLIENT IN THE ORIGINAL MANUFACTURED CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

ITEMS NOT COVERED UNDER THIS WARRANTY

This warranty does not cover periodically or consumed parts during the life of the product such as but not limited to batteries, cables and wires; loss or damages resulting from external causes such as damaged resulting from dropping of the PRODUCT, collision with any object, fire, flooding, sand, dirt, windstorm, hail, earthquake or damage from exposure to weather conditions, misuse, abuse, damage resulting from improper use of any electrical source, power surges, damage occurring during transport.

This warranty does not cover ancillary equipment not furnished by COBAN, which may be attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment. All such ancillary equipment is expressly excluded from this warranty.

All preventive maintenance recommended by COBAN to maintain the product in operating condition is the responsibility of the CLIENT; loss or damage resulting from failure to provide recommended maintenance is not covered under this contract.

- On-site service
- Triage, helpdesk phone support
- De-installation or re-installation of product(s) or software application(s)
- De-installation or re-installation of COBAN equipment performed by personnel who is not 'trained' by COBAN and/or by 'non-certified' 3rd Party installation shop.
- Warranty support or service for third party systems
- Troubleshooting of applications or application compatibility issues
- Data migration
- Vehicle related issues such as electrical
- Normal and customary wear and tear
- Damage due to connection to improper voltage supply
- PRODUCTS that has had the serial numbers removed or made illegible.
- Systems that are nonoperational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening of the COBAN module, monitor or forced removal of the MHDD and/or components.
- A PRODUCT subjected to unauthorized PRODUCT modifications, disassembles, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT.
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment.
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image.
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN.
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT.

By installing and using the COBAN HARDWARE and SOFTWARE, the CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT.

Appendix VI - FOCUS X1 Manufacturer Limited Warranty

(Hardware Repair Service)

The following document details the COBAN Manufacturer Limited Warranty for the FOCUS X1 System. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured FOCUS X1 System ("PRODUCT"), against defects in material and workmanship under normal use and service for a period of one (1) year and, such warranties shall begin when the PRODUCT is delivered to the Original End User ("CLIENT"). This expressed Limited Warranty is extended by COBAN to the CLIENT purchasing the PRODUCT for purposes of governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the PRODUCT manufactured by COBAN and it does not warrant the installation, maintenance, support or service of the PRODUCT unless a separate written agreement is made between COBAN and CLIENT. Please refer to DVMS Maintenance Support Service Option for technical support and software support details.

WARRANTY COVERAGE

The warranty applies within all fifty (50) states of the United States of America. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damaged, altered or removed from the product. COBAN, at their discretion, will at no charge, repair the PRODUCT (with new or reconditioned parts), or replace it with the same or equivalent PRODUCT (using new or reconditioned products), during the warranty period, provided that the CLIENT notifies COBAN according to the terms of this warranty. The repaired or replaced PRODUCT is warranted for the remaining original applicable warranty period. All returned parts of the PRODUCT shall become the property of COBAN.

Items covered under this warranty:

- FOCUS X1 Body Camera Module is covered for twelve (12) months under this warranty
- FOCUS X1 AC Wall Charger is covered for twelve (12) months under this warranty
- FOCUS X1 USB Cable is covered for twelve (12) months under this warranty
- FOCUS X1 Clip is covered for twelve (12) months under this warranty
- FOCUS X1 POV Camera is covered for twelve (12) months under this warranty
- FOCUS X1 Clip Camera is covered for twelve (12) months under this warranty

GENERAL WARRANTY PROVISIONS

This warranty sets forth the extent of COBAN's responsibilities regarding the PRODUCT. Repair and replacement of the purchase price, at COBAN's option, is an exclusive remedy.

THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COBAN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COBAN BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCES, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THAT MAY BE DISCLAIMED BY LAW.

FORCE MAJEURE

COBAN shall not be liable for delays or failure to perform with respect to this agreement due to force majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

CLIENT'S RESPONSIBILITIES

The CLIENT is responsible for maintaining its own "Disaster Recovery" policies and procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by the CLIENT and for

actually reconstructing any lost or altered files, data or programs. COBAN assumes no responsibility for the protection of The CLIENT data. COBAN is not liable for damage to software or data caused by service to the computer hardware equipment, except to the extent that such damage is caused directly or indirectly by COBAN. Any service / warranty work required on the workstation, server or other devices provide by the CLIENT in conjunction with the DICVS will be performed by the manufacturer's representative from whom they purchased the devices from.

CLIENT'S REPRESENTATIVE

At all times during the term of this warranty, at least one (1) employee of the CLIENT shall be designated to act as a Representative. The Representative shall be responsible to react to all equipment problems, attempt troubleshooting to isolate the malfunction area, notify COBAN of the need for service and cooperate with COBAN to diagnose the problem over the telephone.

All initial RMA Requests MUST be called into COBAN's Tech Support line (281-925-0488 option 2) or entered via COBAN Customer Support Web Portal (<http://customer.COBANTECH.com>).

Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested.

RMA AND SHIPPING

Once COBAN determines that all or part of the PRODUCT requires return for repair or replacement, a Return Merchandise Authorization Number (RMA NUMBER) will be issued. We recommend the CLIENT insure or get a tracking number for the return package as COBAN is not responsible for lost, stolen or damaged packages. Please prominently display the RMA number on the outside of the shipping box and ship labels of each box.

During the first ninety (90) days of deployment, COBAN will cover the cost of any RMA shipment to and from COBAN's maintenance facility. After the ninety (90) days, the CLIENT will be responsible for shipping charges and to insure the product arrives at COBAN intact. COBAN will pay for return shipping, via Ground shipping services to return the repaired/serviced modules back to the CLIENT. Any expedited shipping requests will be the responsibility of and paid for by the CLIENT. Repair times for defective modules are objectives, not guarantees.

ADVANCE PLACEMENT / CROSS SHIP

If advance replacement / cross ship is required and the CLIENT wishes to receive the most expedient service available, the CLIENT will be required to provide COBAN with a credit card authorization to bill the CLIENT's credit card in the event that the CLIENT fails to return the original parts. The credit card will only be charged for COBAN's list price for the part if the part has not been returned within ten (10) days.

Type of Card: _____
Credit Card Number: _____
Expiration Date: _____

OTHER INFORMATION

Unit Replacement

Once a replacement component has been received, the CLIENT must relinquish the defective unit to COBAN. If the defective unit is not returned within ten (10) days, the CLIENT agrees to pay COBAN the cost for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Service Description Agreement and may result in other legal actions, including but not limited to suspending shipment of subsequent units and or replacement components.

Parts Ownership

All service parts removed from the CLIENT's Supported System become the property of COBAN. The CLIENT will be obligated to pay at the current retail price(s) for any service parts removed from the CLIENT's Supported System and retained by the CLIENT. COBAN will use new and reconditioned parts made by various manufacturers in performing warranty repairs.

NON-WARRANTY SERVICES

Each warranty request pertaining to any item not covered under the FOCUS X1 Manufacturer Limited Warranty shall be invoiced to the CLIENT at the agreed upon time and materials rate. Currently, COBAN charges \$

125.00 per hour on non-warranty phone support and \$ 125.00 per hour on non-warranty repair. COBAN Support Engineers are not authorized to service any third party hardware, software or vehicle issues.

COBAN will charge the CLIENT a \$ 125.00 service fee for any RMA units/components that are returned to COBAN as “non-warranty” items. Non Warranty items are defined under section titled ITEMS NOT COVERED UNDER THIS WARRANTY. Non-Warranty repair work will be billed separately from this service fee.

COBAN will charge the CLIENT a \$ 125.00 service fee for any RMA units/components that are returned to COBAN as “non-operational” that are in fact operational (i.e.: CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems).

COBAN will obtain approval/direction for any billable service before repairs are initiated (i.e. devices not covered, repairs not covered, etc)

COMPLIANCE

FAILURE TO FOLLOW ANY OF THE ABOVE INSTRUCTIONS MAY RESULT IN DELAYS AND MAY CAUSE THE CLIENT TO INCUR ADDITIONAL CHARGES, OR MAY VOID WARRANTY.

IF DURING THE REPAIR OF THE PRODUCT, THE DATA STORED ON THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, COBAN IS NOT RESPONSIBLE WHATSOEVER TO RECOVER OR RESTORE SAID DATA. THE CLIENT'S PRODUCT WILL BE RETURNED TO THE CLIENT IN THE ORIGINAL MANUFACTURED CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

ITEMS NOT COVERED UNDER THIS WARRANTY

This warranty does not cover periodically or consumed parts during the life of the product such as but not limited to batteries, cables and wires; loss or damages resulting from external causes such as damaged resulting from dropping of the PRODUCT, collision with any object, fire, flooding, sand, dirt, windstorm, hail, earthquake or damage from exposure to weather conditions, misuse, abuse, damage resulting from improper use of any electrical source, power surges, damage occurring during transport.

This warranty does not cover ancillary equipment not furnished by COBAN, which may be attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment. All such ancillary equipment is expressly excluded from this warranty.

All preventive maintenance recommended by COBAN to maintain the product in operating condition is the responsibility of the CLIENT; loss or damage resulting from failure to provide recommended maintenance is not covered under this contract.

- On-site service
- Triage, helpdesk phone support
- Warranty support or service for third party systems
- Data migration
- Normal and customary wear and tear
- Damage due to connection to improper voltage supply
- PRODUCTS that have had the serial numbers removed or made illegible
- Systems that are non-operational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening, modifications, disassembly, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image

- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT

By installing and using the COBAN HARDWARE and SOFTWARE, the CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT.

Appendix VII – IP Interview Room Manufacturer Limited Warranty

(Hardware Repair Service)

The following document details the COBAN Manufacturer Limited Warranty for the IP Interview Room System. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured IP Interview Room System ("PRODUCT"), against defects in material and workmanship under normal use and service for a period of one (1) years and, such warranties shall begin when the PRODUCT is delivered to the Original End User ("CLIENT"). This expressed Limited Warranty is extended by COBAN to the CLIENT purchasing the PRODUCT for purposes of governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the PRODUCT manufactured by COBAN and it does not warrant the installation, maintenance, support or service of the PRODUCT unless a separate written agreement is made between COBAN and CLIENT. Please refer to Software Maintenance Support Service Option for technical support and software support details.

COBAN WARRANTY COVERAGE

The warranty applies within all fifty (50) states of the United States of America. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damage, altered or removed from the product. COBAN, at their discretion, will at no charge, repair the PRODUCT (with new or reconditioned parts), or replace it with the same or equivalent PRODUCT (using new or reconditioned products), during the warranty period, provided that the CLIENT notifies COBAN according to the terms of this warranty. The repaired or replaced PRODUCT is warranted for the remaining original applicable warranty period. All returned parts of the PRODUCT shall become the property of COBAN.

3RD PARTY HARDWARE WARRANTY

IP CAMERA/MICROPHONE WARRANTY COVERAGE 3-YEAR LIMITED HARDWARE WARRANTY

Axis Communications AB's ("Axis") warranty obligations are limited to the terms set forth below: Axis warrants the original purchaser (distributor) that the Axis Network Video Product, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of three (3) years from the date of the original purchase ("Warranty Period"). This Limited Hardware Warranty also applies for power supply, stand, camera housing and Power over Ethernet midspan/splitter, if included with the Axis Network Video Product on the date of the original purchase.

Notwithstanding the above, the Warranty Period shall be limited to a period of (i) one (1) year from the date of the original purchase for moving parts and image sensors in Axis Network Video Products (including, but not limited to, fans, shutters, zoom mechanics, hard disc, camera CCD and CMOS sensors, micro bolometers, electrical slip ring contacts, pan/tilt and lens motors, DC-Iris, P-Iris and lens assemblies), (ii) three (3) months from the date of the original purchase for PTZ Network Dome Cameras (not including Q-Line PTZ Dome Network Cameras, AXIS 232D+ and AXIS 233D Network Dome Cameras) which are at any time used in continuous motion applications (i.e. sequence mode and guard tour). For clarification, if said products in this section (ii) are not at any time used in continuous motion applications, the original hardware warranty of three (3) years will apply.

The original purchaser shall without undue delay notify Axis of any defect which appears in accordance with Axis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by Axis within the Warranty Period, the sole remedy of the original purchaser replacement parts, or replacement of the products. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of Axis.

The Limited Hardware Warranty is applicable in all countries and may be enforced by contacting Axis Support, for more information please visit www.axis.com/support.

EXCLUSIONS AND LIMITATIONS

The Limited Hardware Warranty does not apply (i) if the product has been subject to faulty and improper installation,

maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the products or (b) carried out with Axis' prior consent in writing, (ii) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from Axis, (iii) to cosmetic damages, (iv) if the products has been tampered with, (v) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (vi) if the product has had the model or serial number altered, defaced or removed, (vii) to consumables (such as batteries) (viii) to products that have been purchased "as is" and Axis, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the products, (ix) to any non-Axis hardware product or any software (irrespective of whether it has been packaged and/or sold with an Axis hardware product) and/or Axis products purchased from an unauthorized distributor/reseller, (x) to damage that occurs in shipment or from improper storage or transportation, (xi) to damages by any other cause not related to defective design, workmanship and/or materials.

Note:

- If the product is to be used outdoors, or in dusty, humid, or other hostile environments, it must be suitably protected. Further, camera products specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.
- For camera products supplied without a lens, extreme care should be used when mounting a lens on these products. Damage to the product due to incorrectly mounted lenses will invalidate this Limited Hardware Warranty.
- Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER AXIS NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OF OR INABILITY TO USE THE AXIS PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, AXIS' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

APPLICABLE LAW

- This Limited Hardware Warranty is governed by and construed under the laws of Sweden.
- This Limited Hardware Warranty may be subject to Axis' change at any time without prior notice.

Warranty Limited Hardware 3 Yr. Rev.	Part No. 37660
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POE SWITCH WARRANTY

Cisco Small Business Product Enhanced Limited Lifetime Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears below and in the Cisco Information Packet that accompanies your Cisco product. Duration of Hardware Warranty: As long as the original End User continues to own or use the Product. In the event of discontinuance of product manufacture, Cisco warranty support is limited to five (5) years from the announcement of discontinuance.

Duration of Phone Support: One (1) year (Local Business Hours)

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement for next business day delivery, where available. Otherwise, commercially reasonable efforts will be used to ship a replacement part for delivery upon receipt of the defective product at Cisco's site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Actual delivery times may vary depending on Customer location.

See www.cisco.com/go/smallbizsupport for details about delivery availability. Cisco reserves the right to refund the purchase price as its exclusive warranty.

Complete the form below and keep for ready reference.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

www.cisco.com/go/warranty

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

Americas Headquarters
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA



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GENERAL WARRANTY PROVISIONS

This warranty sets forth the extent of COBAN'S responsibilities regarding the PRODUCT. Repair and replacement of the purchase price, at COBAN'S option, is an exclusive remedy.

THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COBAN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COBAN BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCES, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THAT MAY BE DISCLAIMED BY LAW

FORCE MAJEURE

COBAN shall not be liable for delays or failure to perform with respect to this agreement due to Force Majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

CLIENT'S RESPONSIBILITIES

- The CLIENT is responsible for maintaining its own "Disaster Recovery" policies and procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by the CLIENT and for actually reconstructing any lost or altered files, data or programs. COBAN assumes no responsibility for the protection of The CLIENT data. COBAN is not liable for damage to software or data caused by service to the computer hardware equipment, except to the extent that such damage is caused directly or indirectly by COBAN. Any service / warranty work required on the workstation, server or other devices provide by

the CLIENT in conjunction with the DICVS will be performed by the manufacturer's representative from whom they purchased the devices from.

- The CLIENT's Information Technology Department will be responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, etc.) are made prior to the installation and testing of the DVMS/Command Center storage equipment. COBAN shall not be held liable for any of the following and is not limited to: network breach, data interception or loss of data due to those types events, virus / Trojan infection, if and when a situation should occur. It is highly recommended that the CLIENT's Information Technology Department maintain a "remote" connection to the server for the remote support of the server by COBAN software engineers. This connection need not be a "constant or always live" type, but one that can be established easily as needed.

CLIENT'S REPRESENTATIVE

At all times during the term of this warranty, at least one (1) employee of the CLIENT shall be designated to act as Representative. Representative shall be responsible to react to all equipment problems, attempt troubleshoot to isolate the malfunction area, notify COBAN of the need for service and cooperate with COBAN to diagnose the problem over the telephone.

All initial RMA Requests MUST be called into COBAN's Tech Support line (281-925-0488 option 2) or entered via COBAN Customer Support Web Portal (<http://customer.COBANTECH.com>).

Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested.

RMA AND SHIPPING

If COBAN determines that all or part of the PRODUCT requires return for repair or replacement, a Return Merchandise Authorization Number (RMA NUMBER) will be issued. The CLIENT will return the PRODUCT to COBAN with the RMA Number clearly marked on the box. During the first ninety (90) days of deployment, COBAN will cover the cost of any RMA shipment to and from COBAN's maintenance facility. After the first ninety (90) days, the CLIENT will be responsible for shipping charges and to insure the product arrives at COBAN intact. COBAN will pay for return shipping, via Ground shipping services to return the repaired/serviced modules back to the CLIENT. Any expedited shipping requests will be the responsibility of and paid for by the CLIENT. Repair times for defective modules are objectives, not guarantees

ADVANCE PLACEMENT / CROSS SHIP

If advance replacement / cross ship is required and the CLIENT wishes to receive the most expedient service available, the CLIENT will be required to provide COBAN with a credit card authorization to bill the CLIENT's credit card in the event that the CLIENT fails to return the original parts. The credit card will only be charged for COBAN's list price for the part if the part has not been returned within ten (10) days.

Type of Card: _____

Credit Card Number: _____

Expiration Date: _____

OTHER INFORMATION

Unit Replacement

Once a replacement component has been received, the CLIENT must relinquish the defective unit to COBAN. If the defective unit is not returned within ten (10) days, the CLIENT agrees to pay COBAN the cost for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Service Description Agreement and may result in other legal actions, including but not limited to suspending shipment of subsequent units and or replacement components.

Parts Ownership

All service parts removed from the CLIENT's Supported System become the property of COBAN. The CLIENT will be obligated to pay at the current retail price(s) for any service parts removed from the CLIENT's Supported System and retained by the CLIENT. COBAN will use new and reconditioned parts made by various manufacturers in performing warranty repairs.

NON-WARRANTY SERVICES

Each warranty request pertaining to any item not covered under the Manufacture Limited Warranty shall be invoiced to the CLIENT at the agreed upon Time and Materials rate. Currently, COBAN charges \$ 125.00 per hour on non-warranty phone support and \$ 125.00 per hour on none warranty repair. COBAN Support Engineers are not authorized to service any third party hardware, software or vehicle issues.

COBAN will charge the CLIENT a \$ 125.00 service fee for any RMA units/components that are returned to COBAN as “non-warranty” items. Non Warranty items are defined under section titled ITEMS NOT COVERED UNDER THIS WARRANTY. Non-Warranty repair work will be billed separately from this service fee.

COBAN will charge the CLIENT a \$ 125.00 service fee for any RMA units/components that are returned to COBAN as “non-operational” that are in fact operational (i.e.: CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems).

COBAN will obtain approval/direction for any billable service before repairs are initiated (i.e. devices not covered, repairs not covered, etc)

COMPLIANCE

FAILURE TO FOLLOW ANY OF THE ABOVE INSTRUCTIONS MAY RESULT IN DELAYS AND MAY CAUSE THE CLIENT TO INCUR ADDITIONAL CHARGES, OR MAY VOID WARRANTY.

IF DURING THE REPAIR OF THE PRODUCT, THE DATA STORED ON THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, COBAN IS NOT RESPONSIBLE WHATSOEVER TO RECOVER OR RESTORE SAID DATA. THE CLIENT'S PRODUCT WILL BE RETURNED TO THE CLIENT IN THE ORIGINAL MANUFACTURED CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

ITEMS NOT COVERED UNDER THIS WARRANTY

This warranty does not cover periodically or consumed parts during the life of the product such as but not limited to batteries, cables and wires; loss or damage resulting from external causes such as damage resulting from dropping of the PRODUCT, collision with any object, fire, flooding, sand, dirt, windstorm, hail, earthquake or damage from exposure to weather conditions, misuse, abuse, damage resulting from improper use of any electrical source, power surges, damage occurring during transport.

This warranty does not cover ancillary equipment not furnished by COBAN, which may be attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment. All such ancillary equipment is expressly excluded from this warranty.

All preventive maintenance recommended by COBAN to maintain the product in operating condition is the responsibility of the CLIENT; loss or damage resulting from failure to provide recommended maintenance is not covered under this contract.

- On-site service
- Triage, helpdesk phone support
- De-installation or re-installation of product(s) or software application(s)
- Warranty support or service for third party systems
- Troubleshooting of applications or application compatibility issues
- Data migration
- Vehicle related issues such as electrical
- Normal and customary wear and tear
- Damage due to connection to improper voltage supply
- PRODUCTS that has had the serial numbers removed or made illegible.
- Systems that are non-operational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening of the COBAN module, monitor or forced removal of the MHDD and/or components.

- A PRODUCT subjected to unauthorized PRODUCT modifications, disassembly, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT.
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment.
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image.
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN.
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT.

By installing and using the COBAN HARDWARE and SOFTWARE, the CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT.

Appendix VIII – DVMS / Command Center Maintenance Support Services Agreement (Phone Support and Software Support)

The following document details the COBAN DVMS / Command Center Maintenance Support Service Agreement ("SERVICE") for the EDGE, EDGE HI-DEF, TITAN M7, IP INTERVIEW ROOM SOLUTION, and DVMS / Command Center application ("PRODUCT"). COBAN Technologies, Inc. ("COBAN") offers Help Desk support and Software Maintenance to the Original End User ("CLIENT") that subscribe to this SERVICE.

SOFTWARE MAINTENANCE

As part of this SERVICE, COBAN will provide software updates, service packs and /or firmware updates to the PRODUCT. Software releases that contain a chargeable new feature will not be included under this SERVICE. These features may be purchased from COBAN direct. There is a target of one major releases per 12-month period (combination of software updates, service pack and/or firmware), plus as-needed patches and service packs. Service pack or firmware updates may be made available via the COBAN website as a Customer downloadable and installable update. Failure to provide at least one major software update shall have no effect on the other provision of the SERVICE.

PATCHES AND UPDATES

As an industry standard best practice, it is recommended, prior to applying "regular" patches / upgrades from Microsoft to the COBAN DVMS / Command Center production servers, the CLIENT shall test the patches and upgrades on a test server to ensure the integrity of the COBAN DVMS / Command Center application is not compromised, and that patches and upgrades are compatible with the CLIENT's environment and software variables. COBAN tests all such patches and upgrades internally to ensure the DVMS / Command Center application is supported by Microsoft Server on an ongoing basis.

HELPDESK SUPPORT

Maintenance Support Requests MUST be called into COBAN's Technical Support line (281-925-0488 opt.3) or entered via COBAN Customer Support Web Portal <http://customer.cobantech.com> (Note: the CLIENT must be a registered user to access this area.)

Maintenance Support is intended for use during business hours Monday through Friday from 8:00 AM to 6:00 PM Central Standard Time. Calls received outside of normal business hours will receive a call-back during normal business hours. Calls should be made from a location where the CLIENT's representative can physically access PRODUCT if needed during phone-based troubleshooting.

CLIENT must notify COBAN within the applicable maintenance support period to obtain SERVICE. Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested. Prior to contacting COBAN the CLIENT should have the following information on hand:

- Supported system's invoice number
- Model type
- All associated serial numbers
- Vehicles number or VIN
- Description of the problem (as well as any error messages that may be received) and any troubleshooting steps that the CLIENT has already taken.
- It is strongly recommended that the CLIENT not remove any components from the vehicle prior to contacting COBAN Support Engineers for troubleshoot.

Once the support request is accepted by the COBAN Help Desk, a Technical Support Ticket Number will be issued to the CLIENT's representative for reference and tracking purposes. CLIENT's representative will be asked to provide this ticket number to the COBAN Support Engineer in any and all communications regarding to this support request. Do not re-submit a support request if a support ticket number has already been assigned for the issue.

When requested, the CLIENT's representative will inform the COBAN Support Engineer when and what context and text of any error messages the CLIENT receives; what the CLIENT was doing when the error occurred; and what steps the CLIENT's representative may have already taken to resolve the problem. The COBAN Support Engineer will go through a series of standardized troubleshooting steps over the phone with the CLIENT's representative to help diagnose the issue. Following completion of remote troubleshooting and problem determination the COBAN Support Engineer will determine if the issue requires a RMA or if the issue can be resolved remotely over the phone.

CLIENT's representative or an authorized installation Support Engineer shall be available to assist in troubleshooting the unit by phone if needed. COBAN will contact the CLIENT's representative with this request and schedule a time to troubleshoot the unit if the appropriate personnel are not available at an appropriate time. Upon completion of troubleshooting, if the issue is not resolved, COBAN's Technical Support Department will assess the situation and determine the next course of action. Solutions to these un-resolved issues may range from issuing a Return Merchandise Authorization Number (RMA NUMBER) to having the fleet Support Engineer perform onsite repair to correct the problem. The CLIENT's representative will supply a login and connection profile for access to the CLIENT network via VPN if needed. Access will be restricted to only the server and workstation. Remote control for the server and workstation will be granted to the COBAN Support Engineer via their choice of remote access software (Terminal Services, VNC, PC Anywhere, etc.).

TROUBLESHOOTING

Level 1 - The level one Help Desk is prepared to answer the most commonly asked questions or provide resolutions that often belong in the frequently asked question or knowledge base. A Technical Support Ticket Number will be generated at the time of the initial notification of the issue (whether via phone or COBAN Customer Support Website). During the initial problem discovery and diagnostics, COBAN Support Engineers will request the CLIENT's representative to perform rudimentary troubleshooting steps. Once the issue is solved the ticket will be closed. If the issue cannot be resolved with initial call, the COBAN Support Engineer will escalate the issue to a level 2 Help Desk for further research/troubleshooting.

Level 2 - The level two Help Desk will require servicing/repairing on the components (i.e. camera, CPU, power supply, etc.) If service or repair is required, a COBAN Support Engineer will issue a RMA Number and instruct the CLIENT's representative to return the defective components to COBAN. Prior to issuing an RMA Number for the component, the COBAN Support Engineer may request that the in-car unit be "re-imaged" by the CLIENT's representative to see if this resolves the matter. If a re-image process and components replacement does not resolve the issue, the problem will be escalated to a Level 3 Help Desk. Cross ship or unit replacement will be issued at COBAN's discretion.

Level 3 - Level three issues are typically classified as "Total System Failures" meaning the system is not operational or useable by the CLIENT. If this is the case, and the serviced or repaired components did not resolve the issue, a complete system replacement will be sent (if that is determined to be the only solution.) Additional troubleshooting and diagnostics will be attempted prior to issuing an RMA for a complete system replacement or the vehicle may need to be sent to the authorized service center for diagnostics test. Initial response time after COBAN escalates a problem to this level is four (4) to eight (8) business hours. Resolution times will vary depending on the nature of the problem.

COBAN 3rd Party Warranty and Support

- Support and service on the Rimage Auto DVD Burner is provided by QUMU Product
Rimage Support: **1-800-553-8312 ext. 2** or via Website <https://rimagesupport.qumu.com/hc/en-us/requests/new>
- Support and service on VieVu LE2 and LE3 is provided by VieVu
Dell Tech Support: **1-800-999-3355 ext. 7255010** or via Website <http://support.dell.com>
- Support and service on the IBM Server, Storage, Tape Library and Tivoli Storage Manager Software is provided by IBM. IBM Support: **1800-426-7378** or via Website <http://www.ibm.com/support/us/en/>

CLIENT'S REPRESENTATIVE

At all times during the term of this SERVICE, at least one (1) employee of the CLIENT shall be designated to act as Representative. Representative shall be responsible to react to all equipment problems, attempt troubleshoot to isolate the malfunction area, apply patches and updates that are supplied by COBAN, notify COBAN of the need for support and cooperate with COBAN to diagnose the problem over the telephone.

CLIENTS RESPONSIBILITY

It is the CLIENT's responsibility to back up the contents of all hard drives, including any data that may be stored or software that may have been installed on the hard drive. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service and as such COBAN will not be held liable for any damage to or loss of any program, data or other information stored on any media or any part of any PRODUCT serviced hereunder. It is HIGHLY recommended that the CLIENT create a valid disk "image" after final installation is completed. This image will need to be updated as changes are made to the units and kept safe by the CLIENT for data recovery purposes. COBAN assumes no liability or responsibility in developing a disaster recovery policy for the CLIENT. The CLIENT will perform any and ALL data reconstruction, unless specifically stated in the initial contract between COBAN and the CLIENT. COBAN shall not be liable for delays or failure to perform with respect to this agreement due to Force Majeure including (i) causes beyond the party's reasonable control and not avoidable by

diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

CLIENT will respond to request for information including but not limited to the PRODUCT serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the PRODCUT, any error messages displayed actions taken before the PRODUCT experienced the issue and steps take to resolve the issue.

ITEMS NOT COVERED UNDER THIS MAINTENANCE SUPPORT SERVICE

Each support request, repair or troubleshooting pertaining to any item not covered under this SERVICE shall be invoiced to the CLIENT at the agreed upon Time and Materials rate. Currently, COBAN charges \$125.00 per hour on non-warranty phone support and \$ 125.00 per hour on none warranty repair. COBAN Support Engineers are not authorized to service any third-party hardware, software or vehicle issues.

- On-site service
- Install or apply patches
- Warranty support or service for third party hardware or application
- Operating system or driver updates
- Re-mastering of the Fusion, EDGE or TITAN images
- Data migration
- PRODUCTS that has had the serial numbers removed or made illegible
- Systems that are nonoperational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening of the COBAN module, monitor or forced removal of the MHDD and/or components
- A PRODUCT subjected to unauthorized PRODUCT modifications, disassembly, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT

By installing and using the COBAN HARDWARE and SOFTWARE, the CLIENT agrees to be bound by the terms of this SUPPORT AGREEMENT.

Appendix IX – Software License

GRANT OF LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the COBAN SOFTWARE. The COBAN SOFTWARE is licensed, not sold.

This LICENSE grants CLIENT the following rights:

- **Software.** CLIENT may install and use one copy of the COBAN SOFTWARE on the PRODUCT
- **Storage/Network Use.** CLIENT may install the DVMS / Command Center CLIENT software on their existing internal local area network. The CLIENT may not make unauthorized copies of the COBAN Mobile Start software without the express written consent of COBAN. COBAN assumes no liability for software installation failures due to incompatible hardware, software or network security issues that are controlled by the CLIENT Information Technology Department. COBAN will not be responsible to install said software on the CLIENT local area network, unless specifically contracted to do so. Instructions shall be provided to the CLIENT to accomplish this task.
- **Back-up Copy.** A back-up copy of the COBAN SOFTWARE is included with the PRODUCT. CLIENT may use the back-up copy solely for archival purpose.

DESCRIPTION OF OTHER RIGHTS & LIMITATION

- **Limitation on Reverse Engineering.** De-compilation and Disassembly. CLIENT may not modify, reverse engineer, de-compile, or disassemble the COBAN SOFTWARE or HARDWARE in whole or in part without the express consent from COBAN. Failure to obtain consent may void any and all warranties.
- **Separation of Components.** The COBAN SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one PRODUCT.
- **Single PRODUCT.** The COBAN SOFTWARE is licensed with the PRODUCT as a single integrated product. The COBAN SOFTWARE may only be used with the PRODUCT.
- **Rental.** CLIENT may not rent or lease the COBAN SOFTWARE.
- **Software Transfer.** Software / Hardware / Licenses are NOT transferable.
- **Termination.** Without prejudice to any other rights, COBAN may terminate this LICENSE if the CLIENT fails to comply with the terms and conditions of this LICENSE. In such event, the CLIENT must destroy all copies of the COBAN SOFTWARE and all of its component parts.

PROHIBITION ON EXPORTATION

EXCEPT FOR EXPORT TO CANADA AND AUSTRALIA, THE COBAN SOFTWARE AND ANY UNDERLYING TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATION, INCLUDING WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. CLIENT AGREES THAT BY DOWNLOADING OR USING THE COBAN SOFTWARE, THEY ARE AGREEING TO THE FOREGOING AND THEY ARE WARRANTING THAT THEY ARE NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF OR ACTING ON BEHALF OF THE FOREIGN ENTITY.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software Product and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United State Government is subject to restrictions as set forth in subparagraph (c)(1) and (2) of the Commercial PRODUCT Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is COBAN Technologies, Inc., 11375 W Sam Houston Parkway S # 800, Houston, TX 77031.

SOFTWARE WARRANTIES - Reserved

The COBAN PRODUCT described in this instruction manual may include copyrighted COBAN SOFTWARE stored in semiconductor memory and other media. Laws in the United States and other countries preserve certain exclusive rights for COBAN copyrighted SOFTWARE programs, including the exclusive right to copy or reproduce the copyrighted SOFTWARE program in any form. Accordingly, any copyrighted COBAN SOFTWARE programs contained in the COBAN PRODUCT described in this instruction manual may not be copied or reproduced in any manner without the express written permission of COBAN. Furthermore, the CLIENT shall not be deemed to grant either directly or by implication, estoppels or otherwise, any license under the copyrights, patents or patent applications for COBAN, except for the normal non-exclusive, royalty-free license to use that arises by operation of law in the sale of a product.

END USER LICENSE AGREEMENT

This End-User License Agreement ("LICENSE") is a legal agreement between the CLIENT and COBAN Technologies, Inc. ("COBAN"), the manufacturer of the Fusion, EDGE, EDGE HiDef, TITAN, and ECHO Body Worn Cameras ("PRODUCT"). All COBAN software, including COBAN Mobile Start Software ("SOFTWARE") and third party software

not otherwise licensed by a specific end user license agreement included with CLIENT PRODUCT, downloaded from COBAN websites or provided by COBAN as update / upgrades, shall be referred to as COBAN SOFTWARE. The COBAN SOFTWARE includes PRODUCT software, the associated media, any printed materials, and any “on-line” or electronic documentation, as well as COBAN supplied or facilitated update / upgrades thereto. Notwithstanding for foregoing, software distributed together with separate end user software license agreements (the “Third Party EULA”), including but not limited to Windows® operating system provided by Microsoft Corporation, shall be covered by respective Third Party EULAs. CLIENT may use the COBAN SOFTWARE only in connection with the use of PRODUCT. By installing, copying, downloading or otherwise using the COBAN SOFTWARE, CLIENT agrees to be bound by the terms of this LICENSE.

Appendix X– Command™ Service Terms and Conditions

COMMAND™ TERMS OF USE

This is an agreement (the "Agreement") between you and COBAN Technologies, Inc. (with its affiliates, "COBAN", "we" or "us") regarding the Command™ Service and associated software (the "Service"). Before using the Service, please read these Terms of Use, all rules and policies related to the Service. If you use the Service, you will be bound by the Agreement. It is effective on the date we provide you with confirmation of your purchase order or the date on which your purchase order is renewed, as applicable.

1. THE SERVICE

1.1. THE SERVICE. The Service provides storage, retrieval, management and access features and functionality for your data ("Your Files"). By using the Service, you are directing us to store, manage, and provide access to Your Files on your behalf. This is not a data sharing agreement. We do not continuously audit, inspect, or monitor Your Files. You are not intending to waive or diminish any privacy interests by your use of the Command™ Services.

1.2. USING YOUR FILES WITH THE SERVICE. You may use the Service only to store, retrieve, manage, and access Your Files using the features and functionality we make available. You may not use the Service to store, transfer or distribute content of or on behalf of third parties, to operate your own file storage application or service, to operate other commercial service, or to resell any part of the Service. You are solely responsible for Your Files and for complying with all applicable copyright and other laws, including import and export control laws and regulations, and with the terms of any licenses or agreements to which you are bound. You must ensure that Your Files are free from any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Service. You may not rent, lease, lend, resell, transfer, or sublicense the Service or any portion thereof to or for third parties.

The Service and data storage are subject to usage limits in the quantities specified in purchase orders. Unless otherwise specified, (a) a quantity in purchase orders refers to the

number of authorized end users, and the Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Service. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Files and the Service.

1.3. SHARING YOUR FILES. The Service may provide features that allow you or your licensed end users to share Your Files with others. If you share Your Files, anyone with access to that file may view and download copies of the file. You or your licensed end users may only share Your Files to which you or your end users have authorized access. You are solely responsible for how you share Your Files and who may access Your Files that you share. We shall not be liable for any unauthorized access to Your Files by you, your end users, or others, and we shall not be liable as a result of your sharing Your Files.

COBAN reserves the right to restrict access to Your Files if usage exceeds commercially reasonable and appropriate levels, such as excessive usage resulting from distribution of Your Files through common logons or public forum.

1.4. QUALIFICATION. To qualify to use the Service, you must submit for our review and approval the following: (i) the number of professional licenses requested, (ii) your data retention policy, (iii) your policy regarding Freedom of Information Act requests, and (iv) shift recording policy.

1.5. END USERS. You control access by your end users, and you are responsible for their use of the Service in accordance with the terms and conditions of this Agreement.

1.6. SUPPORT. We periodically will provide updates on Command™ Service. Updates may be provided electronically or by other methods. We will use reasonable efforts to continue to support your previous version of software unless (i) it would pose a security threat or intellectual property issue, (ii) is economically or technically

burdensome, or (iii) is needed to comply with the law or request of a governmental entities.

2. Service Plans

2.1. SERVICE PLANS; TRIAL PLANS. The Service offers plans with different limits and fees (each a "Service Plan"). We may offer trial or promotional Service Plans ("Trial Plans"). Trial Plans may be subject to additional terms as we may determine in our sole discretion.

2.2. FEES. The price stated for each Service Plan does not include any taxes that we may charge. If you discontinue or terminate the Service or this Agreement, we will give you a prorated refund of any fees paid for your Service Plan based on the number of full months remaining in your Service Plan; provided, however, you will be responsible for and you hereby agree to pay reasonable termination fees that are based on the size of Your Files. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

2.3. CHANGING YOUR SERVICE PLAN. If you upgrade your Service Plan, the upgrade will take effect immediately, we will charge you the applicable fee, and your Service Plan term may be extended, as described at the time you upgrade. If you downgrade your Service Plan, unless otherwise specified, the downgrade will take effect at the end of the term of your existing Service Plan. If you no longer have a Service Plan or exceed your Service Plan's storage limit, including by downgrading or not renewing your Service Plan, we may delete or restrict access to Your Files. In the event we delete Your Files, you understand and agree that such files shall be irretrievable and we shall have no liability to you related thereto.

3. USE OF THE SERVICE

3.1. USE OF YOUR ACCOUNT. You and your end users may only use your Service Plan in connection with one account. You and each of your end users may not share usernames and passwords with others or use anyone else's username and password. You are responsible for maintaining appropriate security and protection of Your Files and your end users' usernames and passwords.

3.2. USAGE RESTRICTIONS AND LIMITS. The Service is offered in the United States. There

may be limits on the types of content you can store and share using the Service, such as file types we don't support, and on the number or type of devices you can use to access the Service. We may impose other restrictions on use of the Service. We do not support any full-shift recording policies. The Service requires you to periodically delete closed cases files from Command™ service. In addition, you are required to provide prior written notice to us if you change the data retention policy that you specified in the initial purchase period. Your charges for the Service may be adjusted due to this change in retention policy.

We reserve the right to review your usage and evidence retention policy on a quarterly basis. In the event that usage differs dramatically from the initial purchase period, your charges for the Service may be adjusted.

3.3. OUR USE OF YOUR FILES. We may use, access, and retain Your Files in order to provide the Service to you and enforce the terms of the Agreement, and you give us all permissions we need to do so. These permissions include, but are not limited to, the rights to copy Your Files for backup purposes, modify Your Files to enable access in different formats, use information about Your Files to organize them on your behalf, access Your Files to provide technical support, troubleshooting to prevent, find, and fix problems with the operation of the Service, improving features and for finding and protecting against threats to users. We will not use Your Files or derive information from it for any advertising or other commercial purposes without your consent.

3.4. PRIVACY AND DATA LOCATION. We will not disclose Your Files or any information about you except as compelled by a court or required by any law or regulation. We will give you notice if any disclosure request is received for Your Files so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services; (b) enforce our agreements or policies governing your use of Command™ Service; or (c) perform analytic and diagnostic evaluations of the systems.

We will control the location of the storage of Your Files, and we have the right, but not the obligation, to utilize other methods of cloud storage for data held after the termination of the Service or this Agreement.

We may transfer to, store, or process Your Files in any country where we or our affiliates or subcontractors have facilities used to provide or support the Service.

3.5. OWNERSHIP OF YOUR FILES. Except for Software (defined below) we license to you, as between the parties, you retain all right, title, and interest in and to Your Files. We acquire no rights in Your Files, other than the right to host data within the Services, including the right to use and reproduce Your Files solely as necessary to provide the Services.

3.6. THIRD-PARTY REQUESTS. We will not disclose Your Files to a third party except as you direct or unless required by law or subpoena. Should a third party contact us with a demand for Your Files, we will attempt to redirect the third party to request that data directly from you. As part of this effort, you authorize us to provide your basic contact information to the third party. If we are required to disclose Your Files to a third party by law or subpoena, we will to the extent practicable notify you and provide a copy of the demand, unless legally prohibited from doing so. You are responsible for responding to requests by third parties regarding your use of the Service.

4. SOFTWARE

4.1. USE OF THE SOFTWARE. We may make available to you software for your use in connection with the Service (the "Software"). Terms contained in the TERMS & CONDITIONS OF SALE apply to your use of the Software.

4.2. INFORMATION PROVIDED TO COBAN. The Service and the Software may provide us with information relating to your use and the performance of the Service and the Software, as well as information regarding the devices on which you download and use the Service and the Software. We are authorized to use such information in any way we deem appropriate.

5. CHANGES; SUSPENSION AND TERMINATION AND IP RIGHTS

5.1. CHANGES. We may change, suspend, discontinue or terminate the Service or this Agreement, or any part of them, at any time without notice. If we discontinue or terminate the Service or this Agreement, we will give you a prorated refund of any fees (aside from any termination fees as set forth in Section 2.2) paid for your Service Plan based on the number of full months remaining in your Service Plan. Simultaneously with the termination of this

Agreement, your limited license to use the Software set forth below shall immediately terminate.

5.2. SUSPENSION AND TERMINATION. Your rights under the Agreement will automatically terminate without notice if you fail to comply with its terms. Additionally, we may terminate the Agreement or restrict, suspend or terminate your use of the Service, at our discretion without notice at any time, if we determine that (i) your use violates the Agreement, (ii) your use of the Service is improper, substantially exceeds or differs from normal use provided from approved recording and retention policy, statement of work, quotations, or other relevant documents, (iii) your use of the Service involves fraud or misuse of the Service or harms our interests or those of another user of the Service, (iv) your use of the Service poses security risks to us or the Service, (v) you are delinquent on your payment obligations for more than 10 days, or (vi) You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding. If your Service Plan is restricted, suspended or terminated, you may be unable to access Your Files and you will not receive any refund of fees or any other compensation.

We will provide you with the same post-termination data retrieval assistance that we make available to all customers. Request beyond our normal assistance to you downloading or transferring Your File will result in additional fees.

In the instances of (a) Local customer-hosted service, with respect to customer-owned on-customer-premises systems, or (b) COBAN SmartCloud BYOC subscription service, since Your Files are hosted either on your own systems or on your own cloud storage, you continue to have storage of and direct access to Your Files as per rights set forth in Section 3.5.

The following applies to all instances of (c) COBAN-owned on-customer-premises systems, including but not limited to COBAN SmartCloud™ Appliance or similar systems, if you terminate a subscription that includes COBAN-owned on-customer-premises systems, or it expires, COBAN will continue to allow operation of the COBAN-owned on-customer-premises systems for 30 days (the "Transition Retention period"). During this period you should either extract the data or renew your subscription. This storage and limited access for extraction-only of a single copy of Your Files will

be provided to you at no additional cost. After this 30-day Transition Retention period, unless you contract for a 60-day Transition Retention Extension, COBAN will disable the account(s) on the COBAN-owned on-customer-premises systems and delete Your Files, including any cached or backup copies. COBAN will then recover the COBAN-owned on-customer-premises systems. If within those 30 days you contract for a 60-day Transition Retention Extension, COBAN will continue to allow operation of the COBAN-owned on-customer-premises systems to process and store Your Files for an additional 60 days (the "Transition Extension Retention period") to give you additional time to perform a single extraction of the data or renew your subscription. This is a paid additional service. After this 60-day Transition Extension Retention period, COBAN will disable the account(s) and delete the customer data, including any cached or backup copies on the COBAN-owned on-customer-premises systems. COBAN will then recover the COBAN-owned on-customer-premises systems. During the Transition Retention period and the Transition Extension period, COBAN will provide multiple notices to forewarn you of the upcoming deletion of data and equipment recovery.

The following applies to all instances of (d) COBAN SmartCloud™ Storage subscription service, or (e) COBAN SmartCloud™ Backup subscription service, if you terminate a subscription or it expires, COBAN will store your customer data in a limited-function account for 30 days (the "Extract Retention period") to give you time to extract the data or renew your subscription. This storage, limited access and standard download/export via same network connectivity as used during subscription for a single extraction of Your Files will be provided to you at no additional cost. All additional costs are your responsibility. After this 30-day Extract Retention period, unless you contract for a 60-day Extract Extension, COBAN will disable the account and delete Your Files, including any cached or backup copies. If within those 30 days you contract for a 60-day Extract Extension, COBAN will continue store your customer data in a limited-function account for 60 days (the "Extract Extension Retention period") to give you additional time to perform a single extraction of the data or renew your subscription. This is a paid additional service that includes the storage, limited access and standard download/export via same network connectivity as used during subscription for a single extraction of Your Files. All additional costs are your responsibility. During this period, COBAN provides multiple

notices, so you will be forewarned of the upcoming deletion of data. After this 60-day Extract Extension Retention period, COBAN will disable the account and delete the customer data, including any cached or backup copies.

5.3. IP RIGHTS. We or our licensors own and reserve all right, title, and interest in and to the Service and Software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Service and the Software solely in accordance with this Agreement during its term. We own all right, title, and interest in and to the Service and the Software including without limitation all intellectual property rights. If you or your end users provide any suggestions to us for enhancements or improvements to the Service or the Software, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions. You and your end users may not alter, merge, modify, translate, reverse engineer, decompile, disassemble, adapt, work around technical limitations or in any other way derive any source code from the Service or the Software.

6. GENERAL

6.1. DISCLAIMER OF WARRANTY. THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COBAN OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. .

6.2. AMENDMENT. We may amend the Agreement and the terms of use of the Service or the Software at any time, with our without notice at our sole discretion by emailing or mailing to you the revised terms and conditions. Your continued use of the Service or the Software after any amendment evidences your agreement to be bound by it.

6.3. CONTACT INFORMATION; COPYRIGHT NOTICES. For communications concerning the Agreement, please write to COBAN Technologies, Inc., Attn: Legal Department, 11375 W. Sam Houston Parkway S. #800, Houston, TX 77031.

6.4. INDEMNIFICATION. You shall indemnify, defend and hold harmless COBAN, its affiliates, and their respective employees, contractors, subcontractors, officers, directors, shareholders, attorneys, agents and representatives (collectively, the "Indemnified Parties"), from and against any losses, damages, claims or liabilities, including reasonable expenses and attorney's fees (collectively, "Losses") related to or arising out of your or your end users' acts or omissions or your or your end users' breach of any term of the Agreement, including, without limitation, your or your end users' violation of any copyright laws, privacy laws, licensing agreements, and any other agreements you have with third parties, except that this right to indemnification shall not apply with respect to any Losses that are finally judicially determined to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. YOU UNDERSTAND AND AGREE THAT YOU SHALL BE LIABLE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES EVEN IN THE EVENT THE LOSS WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

6.4. DISPUTES/BINDING ARBITRATION. Any dispute arising out of this Agreement or the subject matter therein, shall be submitted to final and binding arbitration by three (3) independent arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All arbitrators shall be experienced in computer technology and intellectual property law matters. The arbitration shall be conducted in Houston, Texas. Before initiating arbitration, the parties shall use commercially reasonable efforts for a period of thirty (30) days from written notice of a dispute to amicably resolve any dispute or difference arising from this Agreement. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Each party shall bear its own expenses in connection with preparation for the presentation of its case at the arbitration proceedings, and the fees and expenses of the arbitrator and all other expenses of the arbitration shall be borne equally by the parties to such arbitration. Nothing contained in this Section shall delay, restrict or hinder COBAN

from seeking injunctive or other relief in connection with your breach of Section 5.3 to protect its intellectual property rights.

6.5. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL COBAN OR IT'S AFFILIATES OR VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE OR SOFTWARE, EVEN IF COBAN, THE AFFILIATE OR VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF COBAN UNDER THIS AGREEMENT IS LIMITED TO YOUR DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE SERVICE OR SOFTWARE GIVING RISE TO THAT LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

6.6. NO THIRD-PARTY BENEFICIARIES. Except as provided for in Section 6.4, there are no third-party beneficiaries to this Agreement.

6.7. WAIVER. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision.

6.8. FORCE MAJEURE. Neither party will be liable for any failure in performance due to causes beyond its reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Service). This section will not, however, apply to your payment obligations under this agreement.

6.9. ASSIGNMENT. You may not assign or otherwise transfer your rights or obligations under this Agreement without the prior written consent of COBAN, and any attempt to do so shall be void ab initio. We may assign this Agreement at any time, with or without notice.

6.10. ATTORNEY'S FEES. COBAN shall be entitled to recover its reasonable costs, including attorneys' fees, in enforcing the term and conditions of this Agreement.

6.11. IMPORT & EXPORT. Each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Command™ Service, including your transfer and processing of Your Files, the provision of Your Files to end users, and the region in which any of the foregoing occur.

6.12. GOVERNING LAW. The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of laws principles. Exclusive venue for any proceeding relating to this Agreement, the Service of the Software shall lie in Harris County, Texas.

6.13. ENTIRE AGREEMENT. This Agreement, the TERMS AND CONDITIONS OF SALE, the quotation, purchase order, and proforma or invoice issued by COBAN to which they are attached comprise the entire agreement between COBAN and you and supersede any prior or contemporaneous negotiations or agreements with respect to their subject matter. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Command™ Service. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.