

Date: 2023-11-17 Proposal #: Q-52205 Expiry Date: 2024-01-16 End User:

PREPARED BY:

Vishal Reddy

PREPARED FOR: Scott Allen Technology Coordinator SOLD TO DETAILS Santa Rosa City Bus 45 Stony Point Road Santa Rosa, California 95401 United States

(707) 543-3118 swallen@srcity.org **BILLING DETAILS** Santa Rosa City Bus CA 95401 US

# SHIPPING DETAILS

Santa Rosa City Bus CA 95401 US

Corporate Office: 1.877.630.7366 45 Stony Point Road Santa Rosa, 45 Stony Point Road Santa Rosa, Unit 111, 3B Burbidge Street Coquitlam, BC V3K 7B2 vishal.reddy@safefleet.net

Commander + Wi-Fi

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	VMC5B	vMax Commander 5.0: web-based wireless and automatic video management software to monitor video system health, automatically download video alarms, search video by time and location, and display historical GPS tracks of the vehicles in the fleet.	USD 6,619.00	USD 6,619.00
1	PT-SET-13	BACK OFFICE SYSTEM SETUP PACKAGE A Includes: - 1 Days on-site and/or remote deployment services - Management System and Network configuration and setup - Admin and User Training Project Implementation, Single Platform On-site / Remote Project Implementation.	USD 4,525.00	USD 4,525.00
1	PT-SET-1	ONE DAY ADD-ON TO ON-SITE SETUP OR SURVEY ( Add-On to PT-SET-17, PT-SET-19 or XXX )	USD 1,326.00	USD 1,326.00
26	VMC5V	vMax Commander 5.0: Vehicle Activation (per vehicle) - Annual Renewal Fees Apply	USD 368.00	USD 9,568.00
26	VMC5V-RY4	vMax Commander Renewal, Per Vehicle, 4 Years- Renewal Fees Apply	USD 200.00	USD 5,200.00
1	PRSE_SRB	Wireless Access Point - Site	USD 1,200.00	USD 1,200.00
1	INST-WRLS	Installation Smart Reach Wireless Access Point	USD 2,814.00	USD 2,814.00
	USD 31,252.00			

Sales Tax

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Credit - Fleet	Credit - Fleet Parts Tax Total	USD 1,264.48	USD 1,264.48
Sales Tax Total:		USD 1,264.48		







Total: USD 32,516.48

# Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

ASK US HOW IT WORKS









All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <u>https://www.safefleet.net/product-and-service-warranties</u> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#		Date:	
Name:		Title:	
Signature:			
Comments:	-		· · · · · · · · · · · · · · · · · · ·





#### Seon Additional Comments & Terms:

# Proposed installation prices are based on <u>all</u> vehicles being present and available, in a single location, at the time of scheduled installation. Any offsite installation work or the requirement to return to the site at a later date are subject to additional fees including labor and associated travel costs.

Seon cloud-based services, metadata retention duration: Transit systems

Metadata for Seon's vMax Commander and vMax Live Plus cloud-based services (standard service), is maintained for 6 months and then permanently deleted from the Seon cloud servers.

Metadata refers to all records created, input, or collected through the cloud-based service and stored on our cloud servers, excluding Media Files as described below:

Metadata includes

- Data created, input, logged or collected through the cloud-based service related to the fleet, vehicle location, or vehicle speed, and operational data related to alarms.
- Equipment health check information
- Metadata does NOT include

User names and passwords

- Media Files any audio, video, or photo data that is created, input, or collected through use of the Software service
- Any fleet set-up data entered by users such as bus IDs, route IDs, driver IDs, vehicle types

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/ or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Vishal Reddy Sales Development Rep 1.877.630.7366 | vishal.reddy@safefleet.net







Date: 2023-11-17 Proposal #: Q-43239 Expiry Date: 2024-01-16 End User: Santa Rosa City Bus

PREPARED BY:

Vishal Reddy

Scott Allen Technology Coordinator SOLD TO DETAILS Santa Rosa City Bus 45 Stony Point Road Santa Rosa, California 95401 United States

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# SHIPPING DETAILS

Santa Rosa City Bus CA 95401 US

Corporate Office: 1.877.630.7366 45 Stony Point Road Santa Rosa, 45 Stony Point Road Santa Rosa, Unit 111, 3B Burbidge Street Coquitlam, BC V3K 7B2 vishal.reddy@safefleet.net

#### (5) TH8 -> NH16 Conversion (Four 8 cam, One 6 cam)

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
5	NH16-CONV-TH8	Upgrade TH8 to NH16K (Includes Switch, Mounting Plate, Power Harness , 6ft Control Cable, 6ft Ethernet Cable)		USD 2,405.00	USD 12,025.00
5	C3Q9PD03AF-BK-FF20	IP Camera, PoE, dome, black, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness, with Forward Facing Bracket - to use with TH8 or NH16	Windshield <road< td=""><td>USD 518.00</td><td>USD 2,590.00</td></road<>	USD 518.00	USD 2,590.00
10	C3Q9PD03A20	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness - to use with TH8 or NH16	Front < Rear;Driver < Step	USD 366.00	USD 3,660.00
14	C3Q9PD03A50	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 50 ft. harness - to use with TH8 or NH16 Two 50ft cable int-cameras for bus 24816	Mid < Rear;Mid < Forward;Mid < Exit Door	USD 408.00	USD 5,712.00
9	C3W9PD03E20	IP Camera, PoE, wedge, 3MP progressive scan, 2.8 mm lens size, exterior (no audio), IR Day/Night, 20 ft. harness - to use with TH8 or NH16 Single Exterior Camera for Bus 24816	Ext. Curb <rear;ext. Road <rear< td=""><td>USD 456.00</td><td>USD 4,104.00</td></rear<></rear;ext. 	USD 456.00	USD 4,104.00
5	SRLN07NP	SmartReach Lite,2.4/5GHz,ANT, No PoE		USD 192.00	USD 960.00
5	FRGT-NH16-G	Freight, Ground, CE, NH16 System		USD 183.00	USD 915.00
(5) TH8 -> NH16 Conversion (Four 8 cam, One 6 cam) Total:					



(14) MV7000 - NH16 Swap (Five 8 Cam, Ten 9 cam)

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
14	NH16V2H4T0-2HDD	NH NVR Hybrid V2 Recording System. Includes recorder supporting up to 16 Channels Max, 8 Analog HD Channels with Audio Built-In (Requires Optional Video Breakout Harness), 4 Port PoE Switch Built-in, Security Front Cover with Lock Set, Mounting Plate, Power Harness, GPS RF Antenna, External 16 Port PoE Switch with power and recorder connection harnesses, Stacking Bracket, and 4TB (2X2TB) Dual HDD Storage Cartridge.		USD 4,088.00	USD 57,232.00
14	EXW-NH16H4T0-2HDD- 5Y	Extends Warranty of NH16 System to 5 years. Coverage includes DVR, Network Switch, and 4TB (2x2TB) Dual HDD media cartridge only. Excludes other items such as SD card media, cameras, accessories, harnessing, and wireless equipment. Extended Warranty Year 4 and 5		USD 286.00	USD 4,004.00
14	WT2E20S20G0	WT2 Wire Bundle for display of DVR Recording, Video Loss, and Error. Includes 20 ft. signals harness (WT2) and RGY-Button with 20 ft. harness (HEDM20). Compatible with TH8, DH-Series, and NH-Series. GPS is not included.		USD 121.00	USD 1,694.00
14	C3Q9PD03AF-BK-FF20	IP Camera, PoE, dome, black, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness, with Forward Facing Bracket - to use with TH8 or NH16	Windshield <road< td=""><td>USD 518.00</td><td>USD 7,252.00</td></road<>	USD 518.00	USD 7,252.00
42	C3Q9PD03A20	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness - to use with TH8 or NH16	Front < Rear;Driver < Step;Step < Driver	USD 366.00	USD 15,372.00
38	C3Q9PD03A50	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 50 ft. harness - to use with TH8 or NH16 Buses 24817 - 24820 only use two 50ft cable cameras	Rear < Forward;Mid < Forward;Mid < Exit Door		USD 15,504.00
28	C3W9PD03E20	IP Camera, PoE, wedge, 3MP progressive scan, 2.8 mm lens size, exterior (no audio), IR Day/Night, 20 ft. harness - to use with TH8 or NH16	Ext. Curb <rear;ext. Road <rear< td=""><td>USD 456.00</td><td>USD 12,768.00</td></rear<></rear;ext. 	USD 456.00	USD 12,768.00
14	SRLN07NP	SmartReach Lite,2.4/5GHz,ANT, No PoE		USD 192.00	USD 2,688.00
14	FRGT-NH16-G	Freight, Ground, CE, NH16 System		USD 183.00	USD 2,562.00
		(14) MV7000 - NH16 Swap (Five a	8 Cam. Ten 9	cam) Total:	USD 119,076.00

(14) MV7000 - NH16 Swap (Five 8 Cam, Ten 9 cam) Total: USD 119,076.00





## Driving Safety Forward"

#### (4) WIFI Bridges for NH16s

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
4	SRLN07NP	SmartReach Lite,2.4/5GHz,ANT, No PoE		USD 192.00	USD 768.00
(4) WIFI Bridges for NH16s Total:				USD 768.00	

#### Spare Unit + Hard Drives

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
1	NH16V2H4T0-2HDD	NH NVR Hybrid V2 Recording System. Includes recorder supporting up to 16 Channels Max, 8 Analog HD Channels with Audio Built-In (Requires Optional Video Breakout Harness), 4 Port PoE Switch Built-in, Security Front Cover with Lock Set, Mounting Plate, Power Harness, GPS RF Antenna, External 16 Port PoE Switch with power and recorder connection harnesses, Stacking Bracket, and 4TB (2X2TB) Dual HDD Storage Cartridge.		USD 4,088.00	USD 4,088.00
1	EXW-NH16H4T0-2HDD- 5Y	Extends Warranty of NH16 System to 5 years. Coverage includes DVR, Network Switch, and 4TB (2x2TB) Dual HDD media cartridge only. Excludes other items such as SD card media, cameras, accessories, harnessing, and wireless equipment.		USD 286.00	USD 286.00
2	TH8-HK4T0-2HDD	H Series Double-Wide Storage Cartridge for compatible recorders, includes Dual 2TB HDD (4TB Total) and Protective Carry Case		USD 516.00	USD 1,032.00
1	FRGT-NH16-G	Freight, Ground, CE, NH16 System		USD 183.00	USD 183.00
Spare Unit + Hard Drives Total:					

SEON MobileView

#### System Installation + Old System Removal

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
14	INST-SYSRMVL-Quick	Removal of Existing System - Quick - Non Salvageable Parts		USD 45.00	USD 630.00
19	INST-TRCAMSYS	Installation TX/DX/TH/NX DVR with one analog camera/GPS and Signals		USD 469.00	USD 8,911.00
104	INST-INTCAM	Installation, CHQ/HD1Q/HD2Q/HD3Q/HD3U/C3Q/ C8 cameras		USD 56.00	USD 5,824.00
37	INST-EXTCAM	Installation, CA/CHW/HD1W/HD1S/HD3W/HD3S/ C3W/RVC400 cameras		USD 83.00	USD 3,071.00





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QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
23	INST-SRLB	Installation Smart Reach Wireless Bridge		USD 85.00	USD 1,955.00
System Installation + Old System Removal Total:					USD 20,391.00

Sales Tax

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
1	Credit - Fleet	Credit - Fleet Parts Tax Total		USD 14,035.86	USD 14,035.86
Sales Tax Total:			USD 14,035.86		

Total: USD 189,825.86

# Safe Fleet Preventative Maintenance Program

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ASK US HOW IT WORKS



1.877.630.7366 safefleet.net



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By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <u>https://www.safefleet.net/product-and-service-warranties</u> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#		Date:	
Name:		Title:	
Signature:			
Comments:	-		· · · · · · · · · · · · · · · · · · ·





#### Seon Additional Comments & Terms:

Proposed installation prices are based on <u>all</u> vehicles being present and available, in a single location, at the time of scheduled installation. Any offsite installation work or the requirement to return to the site at a later date are subject to additional fees including labor and associated travel costs.

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/ or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Router All-in-One (SRC-ROUTER-S-1), and/or Safe Fleet Stream Cellular DATA PLAN, but, in each case solely during the period (if any) for which Customer has purchased a Smart Reach Hotspot plan:

(1) All pricing for Hotspot Cellular Products assumes a three-year commitment by Customer. Typically, Safe Fleet requires payment in full for all hardware in advance. When Customer purchases a Smart Reach Hotspot plan, however, as an added benefit to Customer, Safe Fleet amortizes the cost of hardware over the three-year subscription period. Therefore, in consideration of the foregoing, Customer acknowledges and agrees that, if Customer terminates its wireless subscription prior to the third anniversary thereof for any reason, Customer will, within 30 days of notice of termination, pay an early termination fee equal to the full cost of all hardware purchased by customer, less only the amortized portion thereof for which Safe Fleet has actually received payment as of the effective date of such termination (which amount Safe Fleet will communicate to Customer upon Customer's request). Notwithstanding the foregoing, Customer may pay the full cost of the hardware in full in advance, in which case the three-year commitment and early termination fee will not apply.

(2) Unless otherwise provided in this Proposal, the Smart Reach Hotspot plan permits 60GB of data usage per year. Customer may track data consumption using Safe Fleet data reports, and may purchase additional data if mutually agreed by the Parties in writing. Customer may contact Safe Fleet for current rates. If Customer uses 60 GB of data in a subscription year and has not purchased additional data, Customer may no longer use, and Safe Fleet may terminate, Customer's connection. Annual data not used in the applicable year will be forfeited and will not be credited or rolled over to subsequent years.

The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Modem (SRC-MODEM-S-1), Smart Reach Cellular Router All-in-One (SRC-ROUTER-S-1), and/or Safe Fleet Stream Cellular DATA PLAN, in each case except during such period (if any) that Customer has purchased, and is current on payment for, a Smart Reach Hotspot plan:

(1) Customer agrees that it will not (a) enable any WIFI hotspot that makes use of any Safe Fleet stream Cellular Data Plan, (b) allow passengers or any other third parties to use any Safe Fleet Stream Cellular Data Plan, or (c) use any Safe Fleet Stream Cellular Data Plan, or (c) use any Safe Fleet Stream Cellular Data Plan for any purpose other than to use the applicable Seon products (e.g., RV50-X and/or MP70 products, as applicable) for their intended purposes, as set forth in applicable Seon documentation.

(2) Without limiting the foregoing, Customer further acknowledges and agrees that Safe Fleet will have no obligation to provide support of any kind to enable, or otherwise relating in any way, to any wifi hotspot that makes use of any of the foregoing Cellular products and/or services.

(3) The Safe Fleet Stream Cellular DATA PLAN offers limited data per month and is intended for use solely for Live Stream video. Customer's data limit is set forth above in this document. Data may be shared among vehicles in





#### Driving Safety Forward"

Customer's fleet. Monthly data not used in the applicable month will be forfeited and will not be credited or roll over to subsequent months. Customer will pay an overage fee per gigabyte of data (prorated for any portion of a gigabyte) used in excess of the monthly limit, at Seon's then-current, applicable pricing. Customer may request the latest overage fee price from Customer's sales representative, by referencing Part Number: DATA-OVERAGE-1G-S.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Vishal Reddy Sales Development Rep 1.877.630.7366 | vishal.reddy@safefleet.net

1.877.630.7366 safefleet.net





Date: 2023-11-17 Proposal #: Q-52219 Expiry Date: 2024-01-16 End User:

PREPARED BY:

Vishal Reddy

PREPARED FOR: Scott Allen Technology Coordinator SOLD TO DETAILS Santa Rosa City Bus 45 Stony Point Road Santa Rosa, California 95401 United States

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#### (4) TH8 Conversion to NH16

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
4	NH16-CONV-TH8	Upgrade TH8 to NH16K (Includes Switch, Mounting Plate, Power Harness , 6ft Control Cable, 6ft Ethernet Cable)		USD 2,405.00	USD 9,620.00
4	C3Q9PD03AF-BK-FF20	IP Camera, PoE, dome, black, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness, with Forward Facing Bracket - to use with TH8 or NH16	Windshield <road< td=""><td>USD 518.00</td><td>USD 2,072.00</td></road<>	USD 518.00	USD 2,072.00
4	C3Q9PD03A20	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness - to use with TH8 or NH16 Additional Camera already in vehicle above driver < Step/Front door	Front < Rear	USD 366.00	USD 1,464.00
8	C3Q9PD03A50	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 50 ft. harness - to use with TH8 or NH16 Mid < Wheelchair Lift	Rear < Forward;Mid < Exit Door	USD 408.00	USD 3,264.00
4	C3W9PD03E20	IP Camera, PoE, wedge, 3MP progressive scan, 2.8 mm lens size, exterior (no audio), IR Day/Night, 20 ft. harness - to use with TH8 or NH16 Single Exterior Camera for Bus 24816	Ext. Curb <rear;ext. Road <rear< td=""><td>USD 456.00</td><td>USD 1,824.00</td></rear<></rear;ext. 	USD 456.00	USD 1,824.00
4	C3W9PD03E50	IP Camera, PoE, wedge, 3MP progressive scan, 2.8 mm lens size, exterior (no audio), IR Day/Night, 50 ft. harness - to use with TH8 or NH16	Ext. Reverse	USD 503.00	USD 2,012.00
4	DAM-1-07-BNC	Rear Vision LCD Monitor, 7" Display, Four Trigger Inputs, Four Looping Video Inputs (SD Analog, AHD 720P, and AHD 1080P Supported), Harness Supports BNC Connectors, Includes U-Bracket Mount and Sunshade. Lead time is 9-11 weeks.		USD 608.00	USD 2,432.00
4	HESDBNC50	50 ft BNC-Male to BNC-Male Video Cable		USD 270.00	USD 1,080.00





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QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
4	SRLN07NP	SmartReach Lite,2.4/5GHz,ANT, No PoE		USD 192.00	USD 768.00
4	FRGT-NH16-G	Freight,Ground,CE,NH16 System		USD 183.00	USD 732.00
(4) TH8 Conversion to NH16 Total:			USD 25,268.00		

#### (4) MV7000 to NH16

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
4	NH16V2H4T0-2HDD	NH NVR Hybrid V2 Recording System. Includes recorder supporting up to 16 Channels Max, 8 Analog HD Channels with Audio Built-In (Requires Optional Video Breakout Harness), 4 Port PoE Switch Built-in, Security Front Cover with Lock Set, Mounting Plate, Power Harness, GPS RF Antenna, External 16 Port PoE Switch with power and recorder connection harnesses, Stacking Bracket, and 4TB (2X2TB) Dual HDD Storage Cartridge.		USD 4,088.00	USD 16,352.00
4	EXW-NH16H4T0-2HDD- 5Y	Extends Warranty of NH16 System to 5 years. Coverage includes DVR, Network Switch, and 4TB (2x2TB) Dual HDD media cartridge only. Excludes other items such as SD card media, cameras, accessories, harnessing, and wireless equipment.		USD 286.00	USD 1,144.00
4	WT2E20S20G0	WT2 Wire Bundle for display of DVR Recording, Video Loss, and Error. Includes 20 ft. signals harness (WT2) and RGY-Button with 20 ft. harness (HEDM20). Compatible with TH8, DH-Series, and NH-Series. GPS is not included.		USD 121.00	USD 484.00
4	C3Q9PD03AF-BK-FF20	IP Camera, PoE, dome, black, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness, with Forward Facing Bracket - to use with TH8 or NH16	Windshield <road< td=""><td>USD 518.00</td><td>USD 2,072.00</td></road<>	USD 518.00	USD 2,072.00
8	C3Q9PD03A20	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 20 ft. harness - to use with TH8 or NH16	Front < Rear;Driver < Step	USD 366.00	USD 2,928.00
8	C3Q9PD03A50	IP Camera, PoE, dome, white, 3MP progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, 50 ft. harness - to use with TH8 or NH16 Buses 24817 - 24820 only use two 50ft cable cameras	Rear < Forward;Mid < Exit Door	USD 408.00	USD 3,264.00
4	C3W9PD03E20	IP Camera, PoE, wedge, 3MP progressive scan, 2.8 mm lens size, exterior (no audio), IR Day/Night, 20 ft. harness - to use with TH8 or NH16	Ext. Curb <rear< td=""><td>USD 456.00</td><td>USD 1,824.00</td></rear<>	USD 456.00	USD 1,824.00





# Driving Safety Forward™

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
4	C3W9PD03E50	IP Camera, PoE, wedge, 3MP progressive scan, 2.8 mm lens size, exterior (no audio), IR Day/Night, 50 ft. harness - to use with TH8 or NH16	Ext. Reverse	USD 503.00	USD 2,012.00
4	DAM-1-07-BNC	Rear Vision LCD Monitor, 7" Display, Four Trigger Inputs, Four Looping Video Inputs (SD Analog, AHD 720P, and AHD 1080P Supported), Harness Supports BNC Connectors, Includes U-Bracket Mount and Sunshade. Lead time is 9-11 weeks.		USD 608.00	USD 2,432.00
4	SRLN07NP	SmartReach Lite,2.4/5GHz,ANT, No PoE		USD 192.00	USD 768.00
4	HESDBNC50	50 ft BNC-Male to BNC-Male Video Cable		USD 270.00	USD 1,080.00
4	FRGT-NH16-G	Freight,Ground,CE,NH16 System		USD 183.00	USD 732.00
(4) MV7000 to NH16 Total:				USD 35,092.00	

Installation

QTY	PRODUCT	DESCRIPTION	CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
4	INST-SYSRMVL-Quick	Removal of Existing System - Quick - Non Salvageable Parts		USD 45.00	USD 180.00
8	INST-TRCAMSYS	Installation TX/DX/TH/NX DVR with one analog camera/GPS and Signals		USD 469.00	USD 3,752.00
28	INST-INTCAM	Installation, CHQ/HD1Q/HD2Q/HD3Q/HD3U/C3Q/ C8 cameras		USD 56.00	USD 1,568.00
16	INST-EXTCAM	Installation, CA/CHW/HD1W/HD1S/HD3W/HD3S/ C3W/RVC400 cameras		USD 83.00	USD 1,328.00
8	INST-SRLB	Installation Smart Reach Wireless Bridge		USD 85.00	USD 680.00
			Install	ation Total:	USD 7,508.00

Sales Tax

QTY	PRODUCT		CAMERA LOCATION	UNIT PRICE	TOTAL PRICE
1	Credit - Fleet	Credit - Fleet Parts Tax Total		USD 5,547.88	USD 5,547.88
Sales Tax Total:			USD 5,547.88		

Total: USD 73,415.88





# Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

ASK US HOW IT WORKS









All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <u>https://www.safefleet.net/product-and-service-warranties</u> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#		Date:	
Name:		Title:	
Signature:			
Comments:	-		· · · · · · · · · · · · · · · · · · ·





#### Seon Additional Comments & Terms:

Proposed installation prices are based on <u>all</u> vehicles being present and available, in a single location, at the time of scheduled installation. Any offsite installation work or the requirement to return to the site at a later date are subject to additional fees including labor and associated travel costs.

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/ or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Router All-in-One (SRC-ROUTER-S-1), and/or Safe Fleet Stream Cellular DATA PLAN, but, in each case solely during the period (if any) for which Customer has purchased a Smart Reach Hotspot plan:

(1) All pricing for Hotspot Cellular Products assumes a three-year commitment by Customer. Typically, Safe Fleet requires payment in full for all hardware in advance. When Customer purchases a Smart Reach Hotspot plan, however, as an added benefit to Customer, Safe Fleet amortizes the cost of hardware over the three-year subscription period. Therefore, in consideration of the foregoing, Customer acknowledges and agrees that, if Customer terminates its wireless subscription prior to the third anniversary thereof for any reason, Customer will, within 30 days of notice of termination, pay an early termination fee equal to the full cost of all hardware purchased by customer, less only the amortized portion thereof for which Safe Fleet has actually received payment as of the effective date of such termination (which amount Safe Fleet will communicate to Customer upon Customer's request). Notwithstanding the foregoing, Customer may pay the full cost of the hardware in full in advance, in which case the three-year commitment and early termination fee will not apply.

(2) Unless otherwise provided in this Proposal, the Smart Reach Hotspot plan permits 60GB of data usage per year. Customer may track data consumption using Safe Fleet data reports, and may purchase additional data if mutually agreed by the Parties in writing. Customer may contact Safe Fleet for current rates. If Customer uses 60 GB of data in a subscription year and has not purchased additional data, Customer may no longer use, and Safe Fleet may terminate, Customer's connection. Annual data not used in the applicable year will be forfeited and will not be credited or rolled over to subsequent years.

The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Modem (SRC-MODEM-S-1), Smart Reach Cellular Router All-in-One (SRC-ROUTER-S-1), and/or Safe Fleet Stream Cellular DATA PLAN, in each case except during such period (if any) that Customer has purchased, and is current on payment for, a Smart Reach Hotspot plan:

(1) Customer agrees that it will not (a) enable any WIFI hotspot that makes use of any Safe Fleet stream Cellular Data Plan, (b) allow passengers or any other third parties to use any Safe Fleet Stream Cellular Data Plan, or (c) use any Safe Fleet Stream Cellular Data Plan, or (c) use any Safe Fleet Stream Cellular Data Plan for any purpose other than to use the applicable Seon products (e.g., RV50-X and/or MP70 products, as applicable) for their intended purposes, as set forth in applicable Seon documentation.

(2) Without limiting the foregoing, Customer further acknowledges and agrees that Safe Fleet will have no obligation to provide support of any kind to enable, or otherwise relating in any way, to any wifi hotspot that makes use of any of the foregoing Cellular products and/or services.

(3) The Safe Fleet Stream Cellular DATA PLAN offers limited data per month and is intended for use solely for Live Stream video. Customer's data limit is set forth above in this document. Data may be shared among vehicles in





#### Driving Safety Forward"

Customer's fleet. Monthly data not used in the applicable month will be forfeited and will not be credited or roll over to subsequent months. Customer will pay an overage fee per gigabyte of data (prorated for any portion of a gigabyte) used in excess of the monthly limit, at Seon's then-current, applicable pricing. Customer may request the latest overage fee price from Customer's sales representative, by referencing Part Number: DATA-OVERAGE-1G-S.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Vishal Reddy Sales Development Rep 1.877.630.7366 | vishal.reddy@safefleet.net

1.877.630.7366 safefleet.net

