

SERVICES AGREEMENT
FOR
BODY-WORN CAMERAS

COBAN TECHNOLOGIES, INC.

On this _____ day of _____, 2016, the City of Riverside, a California charter city and municipal corporation ("City"), COBAN Technologies, Inc., a Texas corporation, licensed to do business in the State of California, 11375 W. Sam Houston Parkway South, Suite 800, Houston, Texas 77031 ("Contractor"), mutually agree as follows:

1. Scope of Work: Contractor shall perform the work for the City of Riverside Police Department as described in Exhibit "A" attached hereto and incorporated herein by reference.
2. Term. The term of the Agreement shall begin on the date first written above and terminate on June 30, 2017. The City may terminate the agreement upon 30 days written notice to Contractor.
3. Compensation. Contractor shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Eighty-Six Thousand Four Hundred Fifty-Four 00/100 Dollars (\$286,454.00). Payments shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 13 hereof.
4. Extra Materials. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services and materials actually rendered.
5. Business Tax Certificate. As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside, pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.
6. Termination/Default. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar day's written notice if:

- a. Contractor fails to promptly begin performance of the Services; or
- b. Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- c. Contractor discontinues performance of the Services; or
- d. Contractor fails to make payment to subcontractors, if any, for materials or labor in accordance with applicable law; or
- e. Contractor disregards laws, ordinances, or rules, regulations, or orders of a governmental authority having jurisdiction; or
- f. Contractor otherwise is guilty of breach of a provision of this Agreement; or
- g. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- h. A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

7. Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto and incorporated herein by reference.

- a. Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.
- b. Carrier Rating. Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

- c. Subcontractor Worker's Compensation Insurance. Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.
- 8. Contractor's Liability Insurance.
 - a. Minimum Scope. Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
 - b. Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.
 - c. Minimum Limits. Contractor shall maintain minimum limits of insurance as follows:
 - (1) Commercial General Liability. Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.
 - (2) Automobile Liability Insurance. Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.
 - d. Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given

to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

e. All Coverage's. The insurance policy or policies shall also comply with the following provisions:

- (1) Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- (2) The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- (3) If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for five (5) years after completion of the Project. The retroactive date of the coverage must also be listed.
- (4) The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.
- (5) All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside, and its officers and employees are added as additional insureds under this policy."

f. Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured's under each policy.

- g. Contractor's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.
- h. Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor's and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).
- i. Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.
- j. Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.
- k. No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- l. Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by paragraph 8 of this Agreement except that the

limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

9. Indemnification. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of Work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10. Duty to Defend. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or 2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.

Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

12. Prevailing Wage. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein. Further, if applicable, pursuant to Labor Code Sections 1725.5 and 1771.1, Contractor and its subcontractors shall register with the Department of Industrial Relations. Registration can be accomplished through the Department of Industrial Relations website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

13. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Public Works Department
Attn: Monica Amir-Blake
3900 Main Street
Riverside, CA 92522

Contractor

COBAN Technologies, Inc.
Project Management Office
Attn: Jennifer Ichikawa
11375 W. Sam Houston Parkway South,
Suite 800
Houston, TX 77031

14. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. General Compliance With Laws. The Contractor warrants that in the performance of this Agreement, it shall comply with all Federal, State and local laws and ordinances and all lawful orders, rules and regulations.

16. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

17. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

18. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

19. Government Code Claims Procedures. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract shall constitute a waiver of Contractor's right to additional compensation and/or extension of time. Contractor further acknowledges that it must comply with the claims procedures set forth in Government Code sections 900 set seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

20. No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

(Signatures on following page.)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter
City and municipal corporation

COBAN TECHNOLOGIES, INC.
a Texas corporation

By: _____
City Manager

By: David Hinojosa
David Hinojosa
Vice President of Marketing

Attest:

By: _____
City Clerk

By: Jeff Lee
Jeff Lee
Chief Financial Officer

Certified as to Availability of Funds:

By: Adam J. Ford, Asst CFC, Per:
Finance Director (CFC)

Approved as to content:

Approved as to form:

By: [Signature]
Chief Assistant City Attorney

[Signature]
Sergio G. Diaz
Chief of Police

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

COBAN TECHNOLOGIES, INC.

By: _____

A handwritten signature in black ink, appearing to be "G-E-C", written over a horizontal line.

Date: _____

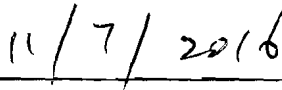
A handwritten date "11/7/2016" in black ink, written over a horizontal line.

Exhibit "A"



Statement of Work

Prepared for:

Riverside Police Department, CA



Date: September 8, 2016

Table of Contents

1.0	Project Objective	4
1.1	Scope of the Project.....	4
1.2	Project Location	4
1.3	Document Deliverables	4
2.0	Project Management	4
2.1	Project Management Scope of Work	4
2.2	Project Initiation	5
3.0	Body Worn Camera Equipment Implementation.....	5
3.1	Deliverables	5
4.0	Back Office Implementation	5
4.1	Deliverables	5
4.2	Workstations & Upload Configuration.....	5
4.3	Server and Storage Configuration	6
4.4	Assumptions	6
5.0	Training Service.....	7
5.1	Deliverables	7
5.2	Admin and Officer Training.....	7
5.3	Admin and Officer Training Outline.....	7
5.4	Assumption / Requirements.....	8
6.0	Project Roles & Responsibilities	8
6.1	COBAN Staffing Model	8
6.2	CLIENT Staffing Model.....	9
7.0	CLIENT's General Responsibilities.....	9
8.0	Estimated Schedule	10
9.0	General Terms and Conditions	10
9.1	Freight	10
9.2	Warranty Conditions	10
9.3	Contracts	10
9.4	Tax Exempt Status	10
9.5	FORCE MAJEURE.....	10
9.6	Project Change Management Procedure.....	10
9.7	Defective Work.....	11
9.8	New Technology and Products.....	11
10.0	Special Terms and Conditions.....	11

11.0 Pricing and Billing.....	12
11.1 Pricing.....	12
11.2 Billing.....	12
11.3 Terms.....	12
11.4 Payments.....	12
12.0 Project Authorization and Notice to Proceed.....	14
Appendix I - COBAN Price Quote / Equipment and Service List	15
Appendix II - CLIENT's Purchase Order	16
Appendix III – Client's W9 Form	17
Appendix IV – Client's Tax Exempt Certificate.....	18
Appendix V – ECHO Manufacturer Limited Warranty	19
Appendix VI- DVMS / Command Center Maintenance Support Services.....	23
Appendix VII - Software License	26

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 (Section 2.2). In addition, the responsibilities of **Riverside Police Department** ("CLIENT") are also listed.

1.0 Project Objective

The objective of the project is to implement the Body Worn Camera Solution to facilitate the CLIENT on capturing, transferring, retrieving and archiving of the digital videos.

1.1 Scope of the Project

The scope of the project is the implementation of the product and services for the deployment of the Body Worn Camera Video Solution.

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

- Project management
- Project initiation
- 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

Riverside Police Department

4102 Orange Street

Riverside, CA 92501

1.3 Document Deliverables

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

- Echo User's Manual (PDF)
- DVMS / Command Center User's 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's Body Worn Camera project 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 Body Worn Camera Equipment Implementation

The purpose of this task is to implement what is deliverables.

3.1 Deliverables

- (200) Echo Body Worn Camera
 - 32 GB Internal Storage
 - 10 hrs. Record Time
 - Invisible IR (0 lux with IR illumination)
 - 110 Degree View Angle
- (120) In-Car Upload/Charging Dock
- (5) 6 Bay Upload/Charging Dock

4.0 Back Office Implementation

The purpose of this task is to implement and configure Body Worn Camera.

4.1 Deliverables

Back Office Software Deliverables

- (200) COBAN DVMS / Command Center Body Camera Integration Software License (3 Years)

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) Service – Professional Service

Maintenances Deliverables:

- (200) Body Worn Camera 2nd & 3rd Year Extended Warranty
- (1) ECHO 3-Year All Inclusive Local Storage Plan
 - One replacement camera at the end of 2nd year (Most current model)
 - 10% Spares (on deployment and replacement)

4.2 Workstations & Upload Configuration

	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

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

	Required	Recommended
Operating System	Windows Server 2008 SP2 or higher	Windows Server 2012 or higher (64 bit if RAM exceeds 4GB)
Database Server	Microsoft SQL Server 2008 R2 or higher	Microsoft SQL Server 2012 R2 or 2014
Processor	Pentium G3220 or higher	XEON E5-2609 or higher
Memory	4 GB RAM or higher	16 GB RAM or higher
Graphics Card	64 MB Graphics Card	512 MB Graphics Card
USB Port	Optional: 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	500 GB Free Hard Disk Space or higher <i>(See section titled Video Storage Recommendations for more information on video storage)</i>	
Ethernet	Active Gigabit Ethernet Connection with assigned static IP address	
Power Supply	Redundant Power Supply	
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 	

COBAN 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 Assumptions

- CLIENT with 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

5.2 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 Body Worn Camera 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 (9am-11am) Administrator / Back Office Training; Afternoon session (1pm-3pm) Officer / In-Car Training. It is recommended that there be no more than eight (8) trainees per session.

5.3 Admin and Officer Training Outline

<u>Hours</u>	<u>System Administrator's Training</u>
1 x 2 hr.	Solution Overview Body Worn Camera Operation Overview DVMS / Command Center System Operation and Management: Server Operation & Management DVMS / Command Center Maintenance Server Maintenance <i>Overall Review wrap-up</i>
<u>Hours</u>	<u>General Officer's Training</u>
1 x 2 hr.	System Training / Operation Demonstration <ul style="list-style-type: none"> System Operation <ul style="list-style-type: none"> Login Date and Time Verification Camera View Screen Recording (Start & Stop) Recording (Indicators & Functions) System Shutdown Procedures Video Upload Back Office DVMS / Command Center Training DVMS / Command Center Operation Demonstration <ul style="list-style-type: none"> Check-in/ Check-out Procedures Upload Video Video Search Video Playback

	<ul style="list-style-type: none"> • Data Entry • Retain Video <p><i>Overall Review wrap-up</i></p>
--	---

5.4 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 2008 (or higher) and basic database administrator skills for Microsoft SQL 2008 (or higher).
- Officer Training should be limited to 8 officers per session; each session is approximately 2 hours long. Officer Training is held using the "Train the Trainer Method".
- Administrator training is typically around 2 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 Greg Wilkerson 832-851-9763 – Cell	<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 TBD 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 BWC configurations for minimum requirements • Reviews network schemes and storage equipment • Assists with problem determination and problem isolation •

Resource	Involvement	Responsibilities
COBAN Admin off Officer Trainer TBD 281-925-0488	<ul style="list-style-type: none"> Skills transfer to CLIENT 	<ul style="list-style-type: none"> Conduct training to CLIENT on how to use BWC Provide training documentation

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 Surveys 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 Body Worn Camera Project 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.

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, 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.

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 usage of said equipment hereunder. 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 8.6 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 281-925-0535, 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:

Riverside Police Department
4102 Orange Street
Riverside, CA 92501

- 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:

Riverside Police Department, CA

Buyer Signature Date

Printed Name


Title & Organization

Address

Address

ACCEPTED AND AGREED TO:

COBAN Technologies, Inc.

 11/7/2016

Seller Signature Date

Jeff Lee

Printed Name

CEO

Title & Organization

11375 W. San Houston Parkway S 800

Address

Houston, TX. 77031

Address

APPROVED AS TO FORM:

BY: 

CHIEF ASSISTANT CITY ATTORNEY

HGACBuy

**Contract
No.:**

Date Prepared:

9/2/2016

Buying Agency:	Riverside Police Department
----------------	-----------------------------

Contractor:	COBAN Technologies Inc
-------------	------------------------

Contact	Bruce Loftus
---------	--------------

Prepared by	Dayna McGinty
-------------	---------------

Phone: 951-826-5872

Phone: 281-925-0449

Fax: 1951-756-2512

Fax: 1281 925-0535

Exempli: |biott USA Inc. niversideca go%

Email: dayname@cobartech.com

Catalog Price Sheet
Name:

5 Published Options CHO

General Description of Product

From Worm Cinema

Quan	Description	Unit Pr	Total
200	Echo-01 COBAN Echo Body Worn Camera Package	425	85000
5	Echo-04 6-Bay Upload/Charging Cradle	495	2475
200	WLIC-221 DVMS BWC Solution	90	18000
400	WMAIN-201 DVMS BWC Solution Renewal	90	36000
200	WARR-ECHO23 Echo 2nd and 3rd Yr Warranty	225	45000
1	LSET-19 Package B 4 Day Onsite Back Office Setup (Configuration, Setup, Training)	4695	4695
120	Echo-05 2Bay Multi Dock	195	23400
1	LSRV-08 Professional Services	871.5	871.5
			0
			0

Total From Other Sheets, If Any:

Subtotal As	222441 S
-------------	----------

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid)

Quan	Description	Unit Pr	Total
1	3 year ECHO All Inclusive Storage Plan	53642.5	53642.5
			0

Total From Other Sheets, If Any:

Subtotal B:	53642.5
--------------------	----------------

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

24.

Shipping	1500
Taxes 8%	887
Subtotal C	10376

Delivery Date: 45 Days ARO

D. Total Purchase Price (A+B+C):	286454
---	--------

Appendix II - CLIENT's Purchase Order

Appendix III – Client's W9 Form

** Please provide a copy of your completed W9

<p>Form W-9 Rev. December 2014 Department of the Treasury Internal Revenue Service</p>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	<p>Give Form to the requester. Do not send to the IRS.</p>																				
<p>Print or type See Specific Instructions on page 2.</p>	<p>1 Name (as shown on your income tax return). Name is required on this form; do not leave this blank.</p>																					
	<p>2 Business name (disregarded entity name, if different from above)</p>																					
	<p>3 Check appropriate box for federal tax classification. Check only one of the following never boxes.</p> <p> <input type="checkbox"/> Individual (or proprietor or single-member LLC) <input type="checkbox"/> C Corporation or S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C, S, or partnership) in the space below: _____ Note. For a single-member LLC that is disregarded or non-tax LLC, check the appropriate box in the line above for the classification of the sole member owner. <input type="checkbox"/> Other (see instructions) _____ </p>																					
	<p>4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3) Tax-exempt organization: _____ Exemption from FATCA reporting code (if any): _____ </p>																					
	<p>5 Address (number, street, and apt. or suite no.) _____ Also report address if different from above: _____ </p>																					
	<p>6 City, state, and ZIP code _____</p>																					
	<p>7 Taxpayer identification number (see instructions)</p>																					
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the naming given in line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, non-proprietor, or disregarded entity, use 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 <i>How to get a TIN</i> on page 3.</p> <p>Social security number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> </tr> </table> <p>OR</p> <p>Employer identification number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> <td style="width: 5%;">[]</td> </tr> </table> <p>Note. If the account has more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>			[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]	[]	[]	[]	[]													
[]	[]	[]	[]	[]	[]	[]	[]	[]	[]													
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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 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 I am a U.S. citizen or other U.S. person (defined below); and The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA. <p>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 of 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.</p>																						
<p>Sign Here</p> <p>Signature of U.S. person _____ Date _____</p>																						
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. Information about developments affecting Form W-9 must be regarded as tentative until it is released by the IRS and it is not binding.</p> <p>Purpose of Form</p> <p>An individual or entity filing Form W-9 requests a copy to be provided to the requester. The requester 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 such information when the amount paid to you or other entity is reportable on an information return. Examples of information returns include but are not limited to the following:</p> <ul style="list-style-type: none"> Form 1099-DIV: dividend income or paid Form 1099-INT: interest income or paid Form 1099-B: brokerage income, including income from stocks or mutual funds Form 1099-MISC: various types of income, prizes, awards, or gross proceeds Form 1099-S: stock or mutual fund sales and certain other transactions by brokers Form 1099-A: proceeds from real estate transactions Form 1099-K: third-party payment network transactions <p>How to get a TIN</p> <ul style="list-style-type: none"> For an individual, see <i>How to get a TIN</i> on page 3. For a partnership, see <i>How to get a TIN</i> on page 3. For a corporation, see <i>How to get a TIN</i> on page 3. For a trust or estate, see <i>How to get a TIN</i> on page 3. For a limited liability company, see <i>How to get a TIN</i> on page 3. For a foreign person, see <i>How to get a TIN</i> on page 3. <p>Backup withholding. If you are not subject to backup withholding, you must provide your correct TIN to the requester. If you are subject to backup withholding, you must provide your correct TIN to the requester. If you are not subject to backup withholding, you must provide your correct TIN to the requester. If you are subject to backup withholding, you must provide your correct TIN to the requester.</p>																						

Appendix IV – Client's Tax Exempt Certificate

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

Appendix V – ECHO Manufacturer Limited Warranty

(Hardware Repair Service)

The following document details the COBAN Manufacturer Limited Warranty for the ECHO System. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured ECHO 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:

- ECHO Body Camera Module is covered for twelve (12) months under this warranty
- ECHO AC Wall Charger is covered for twelve (12) months under this warranty
- ECHO USB Cable is covered for twelve (12) months under this warranty
- ECHO Clip is covered for twelve (12) months under this warranty
- ECHO 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 ECHO 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 \$ 95.00 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 \$ 95.00 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 \$ 95.00 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 VI- DVMS / Command Center Maintenance Support Services

(Phone Support and Software Support)

The following document details the COBAN DVMS / Command Center Maintenance Support Service ("SERVICE") for the Body Worn Camera 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 directly. 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 the Dell Servers and Storage is provided by Dell Computer Dell Tech Support: 1-800-3355 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 PRODUCT, 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 \$ 95.00 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
- 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 Body Worn Camera and SOFTWARE, CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT.

Appendix VII - 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., 12503 Exchange Drive, Suite 536, Stafford, Texas 77477.

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.