

ATTACHMENT - F

QUOTE-79553 NASPO (ICV+Installation)



Quote: Q-79553
 Contract: NASPO – OK-
 MA-145-21-200
 Date: 8/13/2025, 3:09 PM
 Expires On: 5/30/2026

COBAN Technologies, Inc.
 9411 S. Sam Houston Parkway W. #300
 Missouri City, Texas 77489
 United States

Phone: (281) 925-0488
 Fax: (281) 925-0535
 Email: SFLE-Sales@safefleet.net

Ship To
 Santa Barbara Sheriff's Office
 4434 Calle Real
 Santa Barbara California 93110
 United States

Bill To
 Santa Barbara Sheriff's Office
 4434 Calle Real
 Santa Barbara California 93110
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mark Griffin	x	mark.griffin@safefleet.net		Net 30

Subscription Schedule

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014761	WLIC-00	NEXUS SUBSCRIPTION YEAR 1	USD 478,332.50	1	USD 478,332.50
QL-1014765	WLIC-00	NEXUS SUBSCRIPTION YEAR 2	USD 46,200.00	1	USD 46,200.00
QL-1014764	WLIC-00	NEXUS SUBSCRIPTION YEAR 3	USD 46,200.00	1	USD 46,200.00
QL-1014763	WLIC-00	NEXUS SUBSCRIPTION YEAR 4	USD 46,200.00	1	USD 46,200.00
QL-1014762	WLIC-00	NEXUS SUBSCRIPTION YEAR 5	USD 46,200.00	1	USD 46,200.00
Subscription Schedule TOTAL:					USD 663,132.50

IN CAR VIDEOS HARDWARE - YEAR 1

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014769	FOCUS2-51-00	FOCUS H2 IN-CAR SYSTEM	USD 5,225.00	75	USD 391,875.00
QL-1014770	MZZ-01	MOUNTING	USD 0.00	75	USD 0.00
QL-1014771	SCOPT-27	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC) For wireless upload to Access Point	USD 0.00	75	USD 0.00
IN CAR VIDEOS HARDWARE - YEAR 1 TOTAL:					USD 391,875.00

NEXUS DATA SUBSCRIPTION - YEAR 1 Minimum 5-year subscription required

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014772	CL-ICV-07	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 3 YEAR RETENTION, 10% RETAINED • FOCUS IN CAR SYSTEM WARRANTY AND MAINTENANCE	USD 660.00	70	USD 46,200.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014773	CCL1001Y	CLOUD COURIER ANNUAL - Evidence sharing via Safe Fleet Azure Cloud Services 100GB / unlimited downloads and exports. Additional quantities can be purchased for additional storage.	USD 0.00	1	USD 0.00
NEXUS DATA SUBSCRIPTION - YEAR 1 TOTAL:					USD 46,200.00

VEHICLE INSTALLATIONS - YEAR 1

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014767	LINST-01	INSTALLATION- IN CAR	USD 550.00	70	USD 38,500.00
QL-1014768	LINST-15	QUICK IN-CAR HARDWARE DE-INSTALLATION / Vehicle Main components are salvaged. Cables and wiring are disposed.	USD 195.00	70	USD 13,650.00
VEHICLE INSTALLATIONS - YEAR 1 TOTAL:					USD 52,150.00

PROFESSIONAL SERVICE - YEAR 1

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014766	LSET-19	BACKOFFICE SETUP PACKAGE B Includes: • 4 Days remote and on-site project deployment • Back office configuration and setup • Admin and User Training Project Deployment, Multi-Platform On-site / Remote Project Implementation	USD 4,950.00	2	USD 9,900.00
PROFESSIONAL SERVICE - YEAR 1 TOTAL:					USD 9,900.00

DISCOUNT - YEAR 1

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014804	LDISC-01	DISCOUNT- HARDWARE	USD - 21,792.50	1	USD -21,792.50
DISCOUNT - YEAR 1 TOTAL:					USD -21,792.50

YEAR 2 SUBSCRIPTION

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014774	CL-ICV-07-RY2	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 3 YEAR RETENTION, 10% RETAINED - YEAR 2 • FOCUS IN CAR SYSTEM WARRANTY AND MAINTENANCE	USD 660.00	70	USD 46,200.00
QL-1014775	CCR1001YR	CLOUD COURIER ANNUAL RENEWAL - 100GB BASE LICENSE	USD 0.00	1	USD 0.00
YEAR 2 SUBSCRIPTION TOTAL:					USD 46,200.00

YEAR 3 SUBSCRIPTION

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014776	CL-ICV-07-RY3	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 3 YEAR RETENTION, 10% RETAINED - YEAR 3 • FOCUS IN CAR SYSTEM WARRANTY AND MAINTENANCE	USD 660.00	70	USD 46,200.00
QL-1014777	CCR1001YR	CLOUD COURIER ANNUAL RENEWAL - 100GB BASE LICENSE	USD 0.00	1	USD 0.00
YEAR 3 SUBSCRIPTION TOTAL:					USD 46,200.00

YEAR 4 SUBSCRIPTION

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014778	CL-ICV-07-RY4	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 3 YEAR RETENTION, 10% RETAINED - YEAR 4 • FOCUS IN CAR SYSTEM WARRANTY AND MAINTENANCE	USD 660.00	70	USD 46,200.00
QL-1014779	CCR1001YR	CLOUD COURIER ANNUAL RENEWAL - 100GB BASE LICENSE	USD 0.00	1	USD 0.00
YEAR 4 SUBSCRIPTION TOTAL:					USD 46,200.00

YEAR 5 SUBSCRIPTION

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014780	CL-ICV-07-RY5	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 3 YEAR RETENTION, 10% RETAINED - YEAR 5 • FOCUS IN CAR SYSTEM WARRANTY AND MAINTENANCE	USD 660.00	70	USD 46,200.00
QL-1014781	CCR1001YR	CLOUD COURIER ANNUAL RENEWAL - 100GB BASE LICENSE	USD 0.00	1	USD 0.00
YEAR 5 SUBSCRIPTION TOTAL:					USD 46,200.00

TOTAL:					USD 663,132.50
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Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) ("Additional Terms"), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will

govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

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

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

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer’s issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet’s ability to invoice Customer (or Safe Fleet’s right to payment of such invoice) as provided herein.

Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer’s, and all Customer End Users’, configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User’s access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer’s account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer

Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet’s data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient’s email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer’s sharing of Customer Data with an inappropriate third party or Customer’s inappropriate sharing of protected Customer Data).

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

Safe Fleet Nexus Customer Subscription Agreement Additional Terms and Conditions

1. **Term.** This subscription is a five-year commitment by Customer, as follows: The Initial Term of this Agreement shall begin on the Effective Date (as defined below) and, unless renewed or earlier terminated as provided in this Agreement, shall expire on the fifth anniversary of the Service Start Date (as defined below). “Effective Date” shall mean the earliest to occur of the following: (a) the date on which this Quote becomes fully executed by both Parties, (b) the effective date of the Accompanying Agreement (if any), (c) Safe Fleet’s acceptance of a Customer Purchase Order for any of the Software Services set forth in this Quote, or (d) the Service Start Date (as defined below). “Service Start Date” means the date Safe Fleet first makes available to Customer any of the Software Services set forth in this Quote. The Parties may renew this Agreement for additional years upon execution of a new quote or other written renewal executed by both Parties. New devices and services may require additional quotes and be subject to additional terms. Safe Fleet will not authorize, and will have no obligation to provide, any Services prior to the Effective Date.

2. **Storage.** Customer may store unlimited Customer Data in Customer’s cloud instance of the Software Services, provided that such Customer Data originates from a Safe Fleet in-car video system, Automated License Plate Reader (ALPR) solution, Safe Fleet body-worn camera, Safe Fleet Interview Room, or any other

Safe Fleet authorized video/audio capture device (any of the foregoing, a “Safe Fleet Device”); and further provided that:

- (a) if this Quote sets forth per-GB (or other unit of storage) pricing for storage, then Safe Fleet may invoice Customer at such rate for all storage used;
- (b) if this Quote sets forth flat-fee pricing for storage, then Customer acknowledges and agrees that Safe Fleet’s ability to offer, and continue to offer during the Term, such pricing is conditioned on Customer transparently providing accurate and up-to-date information about Customer’s document retention policies and abiding by such policies during the Term; and, without limiting the foregoing:
 - (i) Customer will provide Safe Fleet a copy of its then-current document retention policy prior to signing this Agreement (the “Initial Policy”), which copy shall be complete, accurate, and up-to-date;
 - (ii) Customer will provide Safe Fleet a copy of any revised, updated, or otherwise modified version of its document retention policy (any of the foregoing, a “Revised Policy”) within 30 days of the effective date of such Revised Policy;
 - (iii) Customer will comply with each policy described in clauses 2(b)(i) and 2(b)(ii) at all times same is in effect during the Term;
 - (iv) If this Quote sets forth any storage cap or assumption, then Customer will not exceed same at any time during the Term;
 - (v) Customer will pay all Adjusted Fees (as defined below) within 30 days of receipt of invoice;
 - (vi) Customer will, within 10 business days of Safe Fleet’s request, provide all information and records reasonably requested by Safe Fleet from time to time during the Term in order to assess Customer’s compliance with any of the foregoing in clauses 2(b)(i) through 2(b)(v) inclusive;
 - (vii) Safe Fleet may, in its sole discretion, adjust the Fees payable in connection with this Agreement (and immediately invoice Customer for the difference between the Fees stated in this Quote and such increased Fees)--in an amount mutually agreed by the Parties, or, if the Parties do not mutually agree on such an amount within 30 days of Safe Fleet’s initial proposal to increase fees, then at the rate set forth above in this Quote (or, if no such rate is stated, at Safe Fleet’s then-current rate)--if (x) Customer breaches any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, or (y) Safe Fleet in good faith determines that any Revised Policy may increase Customer data usage assumed by Safe Fleet based on the Initial Policy (any Fees adjusted as provided in this paragraph, the “Adjusted Fees”); and
 - (viii) Safe Fleet may suspend any or all Software Services (including, for clarity, Customer’s access thereto) if Safe Fleet in good faith determines that Customer has likely breached, or is likely to breach, any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, until such time as Safe Fleet in good faith determines that Customer has remedied same, and, for clarity, Safe Fleet will have no liability for failing to provide Software Services during such time; and
 - (ix) Safe Fleet may terminate this Agreement, in whole or in part, upon no less than five business days’ prior written (email being sufficient) notice if Customer breaches any of the foregoing in clauses 4(b)(i) through 4(b)(vi) inclusive.
- (c) Safe Fleet may, in all cases, invoice Customer at the rate set forth above in this Quote (or, if no such rate is stated, Safe Fleet’s then-current rate) for storage of any Customer Data that (i) did not originate from a Safe Fleet Device, or (ii) results from any full-shift recording policy or practice. Full-shift recording is not supported and is not included in the pricing offered herein; and
- (d) Safe Fleet may place any or all Customer Data that Customer has not viewed or accessed for six months into archival storage; Customer Data in archival storage may not be immediately available to Customer and may take up to 24 hours to access.

3. Applicable Terms and Conditions. In addition to the Ts&Cs (currently available at www.safefleet.net/v-and-t-general-terms) and Warranty Documentation (currently available at www.safefleet.net/product-and-

service-warranties) referenced elsewhere in this Quote, this Quote is subject to and governed by, and hereby incorporates as if fully set forth herein, the following:

(a) for all orders subject to these Additional Terms and Conditions, the Safe Fleet Law Enforcement Division Service Level, Support, and Maintenance Agreement (currently available at www.safefleet.net/support-and-maintenance-terms); and (b) to the extent this Quote sets forth any preventative maintenance services, the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions (currently available at www.safefleet.net/pmpprogram-additional-terms). In addition, the Parties may by mutual written agreement enter into one or more Statements of Work hereunder setting forth further detail regarding Services to be provided pursuant to this Agreement; all such Statements of Work (if any) shall be subject to the terms and conditions set forth in this Agreement. By signing this Quote (or, if this Quote is unsigned, the Accompanying Agreement), you represent that you are lawfully able to enter into contracts and have legal authority to bind the entity (including but not limited to company, municipality, or government agency) you represent.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Santa Barbara Sheriff's Office

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Dated:

Dated:

Purchase Order
