



United States

Portable Computer Systems, Inc. 7300 N Via Paseo Del Sur Suite 202 Scottsdale AZ 85258

Quote #2814 04/17/2026

Note: This Quote is good and valid for 15 days beyond the Quote Date.

Table with columns: Bill To, Ship To, TOTAL. Includes total amount \$61,259.09 and expiration date 05/17/2026.

Table with columns: Terms, Expiration Date, PO #, Sales Rep, Shipping Method. Values: Net 30, 05/17/2026, Dan Fuccello.

Project Description: New Deployment - One City kit

Engineering Services

- 1 Initial setup/ base configuration of Genetec Security Center (AMS) and base Permit Zone configuration (up to 50 lots).
1 Project management services - new LPR deployment (up to five Mobile LPR or one fixed garage).
1 Installation services for one mobile LPR Vehicle (University/City/Law Unit).
1 Cost of technician to travel to provide on-site installation.
1 On site and remote training for Mobile LPR.

Subtotal: \$10,850.00

Hardware and Software - Sensors and Data Acquisition

- 1 AutoVu SharpZ3 850nm CITY KIT includes main SharpZ3 dual processing unit with Horizontal/Vertical mounts, wiring, USB GPS and Genetec Patroller license.
1 AU-K-CXX- advanced swap warranty service upgrade from return and repair for first year of sale.
1 Extended Warranty for AU-K-CXX kit with Advance Replacement coverage - 4 Years additional coverage.
1 Mapping License including data for North America
1 AutoVu Managed Services Setup of Security Center.
1 AutoVu SharpZ3 Navigation Slot option module provides advanced GPS with Dead Reckoning
1 GPS Antenna for Navigator box
1 Route1 Consumables
1 Shipping

Subtotal: \$27,381.28



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**Hardware and Software - User Interface and Communications**

- 1 In-vehicle Rugged Tablet
- 1 In-vehicle Docking Station with power supply
- 1 In-vehicle Mount
- 1 In-vehicle - 5G Cradlepoint External Modem and Antenna, plus three year NetCloud Essentials plan.

**Subtotal:** \$7,450.00

**Support and Licenses**

- 1 GSC AutoVu Managed Service 2.0 for one (1) year. Maximum of 1 year Hit retention (with images) and 1 year read retention (without images). See product description for limitations. Max five (5) concurrent Security Desk connections. Includes: AutoVu base, Security Center mapping, List Updater and Pay-by-Plate Single. Includes Genetec Advantage
- 1 GSC AutoVu Managed Service 1 Genetec Patroller Connection for one (1) year.
- 1 Route1 Comprehensive Support - Base package for one year.
- 1 Route1 Comprehensive Support - one Mobile LPR vehicle for one year.

**Subtotal:** \$11,080.00

**Total before Tax** \$56,761.28

**Tax** \$4,497.81

**Total** \$61,259.09

The below Terms of Sale are an integral part of this quote. In order for this quote to be effective, the attached Terms of Sale must be agreed to.

**Customer Authorizing Party Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_



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## Terms of Sale

Route1 Inc. ("Route1") is the parent company of operating subsidiaries Route 1 Security Corporation, Portable Computer Systems, Inc. doing business as PCS Mobile, SpyruS Solutions Inc., Group Mobile Int'l, LLC, DataSource Mobility, LLC and VetSource Mobility, LLC. (collectively the "Seller"). Each of these subsidiaries, as applicable, continue as valid parties to all agreements.

The submittal of a purchase order to the Seller by the customer referred to in the attached quote (the "Customer", "Client" or the "Buyer") referencing the Quote No. and the specifics from that Quote or a Customer Authorizing Party signature on the Quote, indicates acceptance of the below terms and conditions.

### **Please read these Terms of Sale (the "Terms of Sale") carefully.**

Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. The Seller reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use, these Terms of Sale will govern.

#### **1. Acceptance of Order**

Buyer's placement of an order does not necessarily ensure that we will accept the Buyer's order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer's order, we may require additional information if Buyer has not provided all of the information required by the Seller to complete Buyer's order. Once a properly completed order is received, authorization of Buyer's form of payment is received and we have accepted Buyer's order, we will promptly place Buyer's order in line for shipment.

Once an order has been accepted by the Seller, it cannot typically be cancelled. If an order cancellation request is received and accepted by the Seller prior to product shipment, a 15% cancellation fee will apply.

#### **2. Pricing and Availability**

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.



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### 3. Buyer Credit, Form of Payment and Payment Terms

If the Buyer requests credit from the Seller, the Buyer shall provide all financial information reasonably requested by the Seller from time to time for the sole purpose of establishing or continuing the Buyer's credit limit. Buyer agrees that the Seller shall have the right to decline or extend credit to Buyer, and to require that the applicable purchase price be paid prior to shipment. The Seller shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in the Seller's credit policies or Buyer's financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT) or Wire Transfer. The Seller currently accepts Visa and MasterCard, as forms of credit card payment. By submitting Buyer's order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes the Seller to charge Buyer's order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer's order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. The Seller further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer's order.

**Form of Allowed Payment:** The Seller does NOT accept cheques as a form of payment. The Buyer must make payment by ACH (EFT) or credit card.

**Payment Terms:** Upon the Seller accepting the Buyer's purchase order or signed quote, the Buyer shall immediately pay the Seller fifty-percent (50%) of the value of the Buyer's order (the "First Payment"). The Seller will take no action to fulfill the Buyer's order without completion of the First Payment.

The installation of the hardware, included in the Buyer's order, must be scheduled within 30 days of the hardware delivery date. The hardware delivery date is evidenced by the date received on the shipping receipt.

The Buyer shall provide the Seller a second payment equal to forty percent (40%) of the value of the Buyer's order (the "Second Payment") within 30 days of the hardware delivery date.

A final payment for the balance outstanding on the Buyer's order will be made by the Buyer to the Seller within thirty (30) days of the installation date (the "Project's Completion").

**The Seller does NOT accept pay-when-paid terms.**

**Deducting Amounts:** The Buyer shall not deduct any amounts from any Seller invoice without the Seller's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by the Seller. Any authorized deductions for returned Products must include Buyer's customer tracking number and the Seller's Return Merchandise Authorization ("RMA") number. Deductions received by the Seller without advance notice will be denied.



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#### **4. Partial Billing by the Seller**

The Seller reserves the right to partially bill the Buyer for the portion of any line item or bundled price in an order if a material portion has been shipped, delivered or otherwise completed.

#### **5. Shipping Terms and Policies**

Delivery shall be made in accordance with the Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon the Seller tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible for filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by the Seller. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. The Seller will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify the Seller, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. The Seller shall not be liable for any shipment delays that affect the Seller or any of the Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from the Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

#### **6. On-Site Agreement Policy**

Buyer has 24 hours from the date first agreed upon by both parties to cancel or reschedule without charge. Buyer agrees to pay the Seller a \$2,500 cancellation fee if the service dates requested are cancelled for any reason other than the Seller issuing the cancellation or Force Majeure.

A "Force Majeure" is defined as fire, explosion, accident, drought, storm, hail, earthquake, embargo, epidemic, act of God which has resulted in, or could reasonably be expected to result in the cancellation of the Seller's field services representative travel request.

#### **7. Back Orders**

If, for any reason, an item on Buyer's order is temporarily out of stock, the Seller will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.



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## 8. Return Policy – All Sales Final

**All sales are final**, except where otherwise agreed upon by Buyer and the Seller. Should the Seller, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- i. In order for the Seller to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. the Seller will not accept "open box" returns.
- ii. As the Seller sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. The Seller cannot re-sell or return a computer that has been built to a Buyer's specifications.
- iii. Any and all product returns must be approved by the Seller, in the Seller's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- iv. Approved returns must be made within 30 days of the delivery date.
- v. Approved returns will incur a 25% restocking fee.
- vi. Returns must be received within 15 days of the RMA number issuance.
- vii. The Buyer is responsible for all insurance and shipping charges associated with the return.
- viii. All returns must be sent via UPS, Federal Express, or any other professional courier that provides a tracking number and proof of delivery.
- ix. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- x. Once the Seller has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.

## 9. Errors

The Seller attempts to be as accurate as possible. However, the Seller does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by the Seller is not as described or pictured, Buyer's sole remedy is to return it in an undamaged, unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

## 10. Disclaimer of Warranty

SELLER PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA,



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LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS , INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER.

IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

## 11. Limitation of Liability

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF THIS AGREEMENT (UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL SELLER'S TOTAL CUMULATIVE LIABILITY TO BUYER RELATED TO THIS AGREEMENT EXCEED THIRTY PERCENT (30%) THE CONTRACT AMOUNT ACTUALLY RECEIVED BY SELLER.

## 12. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which the Seller sells will offer manufacturers' warranties. In the event Buyer attaches any third party product, software, or equipment to Seller's product sold pursuant to this Agreement or the related quote, all warranties provided for under this Agreement, including manufacturer warranties, may become null and void.



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### 13. Confidentiality

The Seller and the Buyer agree to keep confidential all the terms of the Agreement, and any proprietary, trade secret or other information which the Seller or Buyer receives from the other in the performance of the Services under the Agreement, however, this shall not apply to information which is: (i) necessary to be disclosed to a third party in order to perform an Agreement; (ii) already known free of any restriction at the time it is obtained; (iii) subsequently learned from an independent third party free of restriction; (iv) is publicly available or (v) is required by law or court order to be disclosed.

### 14. Intellectual Property

Upon Seller's receipt of full payment from Buyer, Seller grants to Buyer a limited, nonexclusive, nonsublicensable, and nontransferable license to use the Seller's technology, equipment, software, information, copyrightable material, copyrights, trademarks, patents, data or other material (the "Intellectual Property") provided by the Seller in delivery of the Services. The Seller owns or has a license or other right to use the Intellectual Property which is being distributed to the Buyer and the Seller reserves all rights to the Intellectual Property. Buyer hereby acknowledges that the Seller retains all right, title and interest in and to the copyrights, trademarks, patents and other intellectual property rights inherent or related in any way to the Intellectual Property provided. The Seller shall own all rights in any changes, enhancements, and modifications made by the Buyer to the Seller's Intellectual Property. Buyer agrees that neither it nor any of its employees or agents will contest or challenge the Seller's ownership or rights in its Intellectual Property, make or authorize any use of the Seller's Intellectual Property that is not consistent with the Agreement or these terms and conditions or modify or reproduce the content or substance of the Intellectual Property. See [www.route1.com/terms-of-use/](http://www.route1.com/terms-of-use/) for notice of the Seller's intellectual property.

The license granted under this Agreement does not include any right to and Buyer agrees that it will not and will not cause a third party to: (i) modify, alter, enhance, change, supplement or otherwise create derivative works of or from the Intellectual Property, or any portions thereof, (ii) sell, transfer, assign, rent, lend, lease, distribute or otherwise commercially exploit or make available to any third party the Intellectual Property, or any portions thereof (and any attempt to do so will be void), (iii) sublicense any right with respect to the Intellectual Property granted to Buyer by this Agreement, (iv) make copies of the Intellectual Property, (v) use the Intellectual for any purpose other than the purpose contemplated in the Agreement, (vi) exercise any rights of a copyright holder with respect to the Intellectual Property, or any portions thereof, other than those expressly granted by this Agreement, or (v) reverse engineer, disassemble, adapt, translate, decompile or otherwise make any attempt to ascertain, derive or obtain the source code for the Intellectual Property or any of the related features related thereto. Buyer agrees not to remove or alter any copyright legend, trademark, confidentiality or other proprietary notice appearing on the Intellectual Property, copies of the Intellectual Property or, to the extent applicable, Intellectual Property output.

Buyer must obtain Seller's prior written consent to any transfer or sale of the Equipment to a third party and pay any applicable transfer fee. Further, Buyer may not grant a security interest, lien or other interest or right in the Intellectual Property to any third party without Seller's prior written consent.



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## 15. Indemnification

- (a) **Indemnification by Seller.** Seller agrees to indemnify, defend, and hold Buyer and its directors, officers, employees and agents harmless from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees) (collectively "**Damages**"), arising out of or in connection with a third party claim (a "**Claim**") that the Intellectual Property owned by Seller that is licensed to Buyer under this Agreement, when used by Buyer as directed by Seller, infringes a United States patent, copyright or trademark. In the event of such a Claim, Seller may, at its option and expense and as Buyer's sole remedy, (i) replace the Intellectual Property without additional charge, with a functionally equivalent and non-infringing product, (ii) modify the Intellectual Property to avoid the infringement, or (iii) obtain a license for Buyer to continue use of the Intellectual Property at no additional charge to Buyer. Notwithstanding the foregoing, Seller will have no liability for, or any indemnification, defense, or hold harmless obligation under this Section 15(a) as a result of, any Claim of infringement that results from (i) Seller's compliance with Buyer's specifications, (ii) any modification of the Intellectual Property by or on behalf of Buyer without Seller's prior written consent, (iii) infringement or alleged infringement by the a related manufacturer on the intellectual property rights of any third party, (iv) any failure by Buyer to implement updates to the Intellectual Property as supplied by Seller, or (v) the combination, operation, or use of the Intellectual Property with equipment, software, programs, or data not provided by Seller, if such infringement would have been avoided by the use of the Intellectual Property without such combination, operation or use.
- (b) Buyer agrees to indemnify, defend, and hold Seller harmless from and against any and all Damages arising out of or in connection with any third party Claim (i) of bodily injury, death, or damage to real or tangible personal property caused by acts or omissions of Buyer, (ii) that any specification, process, design or other information provided by Buyer infringes a United States patent, copyright or trademark, (iii) arising out of or relating to Buyer's or its agents' or representatives' negligence or intentional misconduct, or (iv) arising out of or relating to Buyer's or its agents' or representatives' failure to (a) follow directions, instructions, warnings or recommendations furnished in writing by Seller regarding the Intellectual Property or other goods or services delivered pursuant to the quote, or (b) comply with applicable federal, state or local laws regarding the Intellectual Property or the facility at which the Intellectual Property is located.
- (c) For each of the indemnification obligations set forth in Section 15(a) and 15(b), the indemnified party will give the indemnifying party (i) prompt written notice of such Claims, provided that the failure or delay to notify the indemnifying party will not relieve the indemnifying party from any liability that it may have to an indemnified party under this Agreement so long as the failure or delay will not have materially prejudiced the defense of such Claim, (ii) reasonable assistance in defending the Claim, and (iii) sole authority to defend or settle such Claim, provided that the indemnified party will not be required to consent to a judgment against it or enter into a settlement that is prejudicial to it.

## 16. Waiver of Liability Relating to COVID-19

The installation of equipment, hardware or software by the Seller on the Buyer's site pursuant to the Agreement may require employees or contractors of the Seller to be present and in physical proximity to Buyer's employees, contractors, agents, customers, etc. Buyer understands that the Seller cannot prevent possible exposure to, contracting or spreading of COVID-19 by its employees or contractors. It is not possible to prevent the presence of COVID-19 and therefore if Buyer utilizes the Seller's onsite installation services, Buyer understands that it may be exposing its employees and others onsite to



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increased risk of contracting or spreading COVID-19.

By engaging in onsite Services, Buyer acknowledges and accepts the risk to its employees and others onsite of exposure to, contracting and/or spreading of COVID-19. The Buyer indemnifies the Seller against any claims arising out of exposure to, contracting and/or spreading of COVID-19 by virtue of the Seller's provision of onsite Services. The Buyer hereby forever releases and waives the right to bring suit against the Seller and its owners, officers, directors, managers, officials, agents, employees or other representatives in connection with the exposure, infection, and/or spread of COVID-19 related to the provision of onsite Services.

## 17. Support Contract as Applicable

The Seller offers three levels of support plans for license plate recognition customers: *Elemental*, *Comprehensive* and *Select*. The support plan's scope and specific terms are appended to the Seller's quote and or invoice.

### (a) Warranty Term for Onsite Workmanship

The Seller guarantees its workmanship post application. The warranty term is found in your quote. This warranty extends to hardware installations performed by the Seller personnel. The Seller does not warranty any third-party equipment or software. The Seller will pass along the warranty it receives from the original equipment manufacturer or owner of the software. In the event Buyer attaches any third party product, software, or equipment to Seller's product sold pursuant to this Agreement or the related quote, all warranties provided for under this Agreement, including manufacturer warranties, may become null and void.

### (b) Server, Software, and Firmware Updates

As part of your support contract, the Seller may install critical software and firmware updates from manufacturers as required and when released. Critical updates will have priority, non-critical updates will be completed on an as needed basis and based on the terms of your support contract with the Seller.

### (c) Remote Support Rapid Response

The Seller provides remote support to all clients. Depending on the plan, your authorized contacts are guaranteed a specified response time during the contracted support hours. Support is not available on weekends and holidays for elemental and comprehensive support plan clients.

### (d) Number of Calls

The number incidents per month that your authorized contact(s) can make to our support team is defined in your quote.

### (e) Annual Site Maintenance Visit

Defined in your quote.



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- (f) **RMA Processing and Tracking**  
Most original equipment manufacturers, including Genetec, require a certification in order to request an RMA. If an original equipment manufacturer's repair is required and depending on your service contract, the Seller will work with the original equipment manufacturer to create an RMA. Any original equipment manufacturer's costs related to the RMA such as damage or out of warranty repairs are the Buyer's responsibility. The Buyer requesting the RMA may also be responsible for shipping costs and processing fees, depending upon their service plan. Based on your service plan, the Seller will track your RMA to ensure its timely completion and the return of your equipment. Any costs associated with an on-site visit related to an RMA are not included in our support plans.
- (g) **Camera Type**  
Most organizations charge extra depending on the type of camera(s) you deploy. We do not.
- (h) **Authorized Contacts**  
The Seller is a security-first organization that serves clients such as the U.S. Department of Defense. We want to validate that we're only working with "authorized" personnel from your organization in order to protect our interests and yours. Because of this, you are required to name specific people who are authorized to work with us on your behalf.
- (i) **Annual Configuration Time**  
Some support plans include a certain number of configuration hours. Configuration time allows our experts to make changes to your system throughout the year for you so you don't have to. This can also include creating reports. Configuration hours are not bankable so any unused hours expire at the end of each one-year term.
- (j) **Price Per Additional Configuration Hour**  
All additional configuration hours must be purchased in blocks of four (4) hours at the rate associated with your plan. Your plan locks your costs in at a lower rate for the duration of your support agreement.
- (k) **Client Support Hours**  
Our support team is staffed to meet your needs during the hours stated in your plan.
- (l) **Emergency Responsiveness**  
Emergency responsiveness is our guarantee of how quickly we will schedule someone to come onsite when needed. All days are business days and do not include weekends or holidays. Costs associated with emergency onsite visits such as travel, meals, lodging and the Seller personnel charges are not included in our support plans. Emergency onsite visits will be performed on a time and material basis and will require a purchase order prior to scheduling. However, you will always be entitled to have the visit scheduled within the maximum period prescribed by your support plan.

An "Emergency" is any incident or problem that severely impacts your operation and has gone through our remote support protocols and that has been determined by the Seller that it cannot be fixed outside of an onsite visit. The actual countdown to onsite service cannot begin until all equipment required for the response is in hand including RMAs and other equipment that is that is not manufactured by the Seller.

Our onsite visit is dependent on vendors and manufacturers' response time, availability of hardware, and the client's availability and ability to provide us with access to the location of the ALPR deployment at their site.



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(m) **Hot-swap Inventory on Hand**

For our clients on Select Plans, the Seller will maintain materials on hand for emergency replacement. The Buyer is responsible for purchasing the hot-swap inventory. Additional installation fees may apply as required.

**18. Privacy**

Please refer to the Seller's Privacy Statement, available at [www.route1.com/privacy-policy](http://www.route1.com/privacy-policy) for information about how the Seller collects, uses, and discloses personal information from users of the site.

**19. Dispute Resolution and Binding Arbitration**

BUYER AND SELLER AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either the Seller, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), the Seller's advertising, or any related purchase, shall be resolved exclusively and finally by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR SELLER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org); JAMS, (800) 352-5267, [www.jamsadr.com](http://www.jamsadr.com).



United States

Portable Computer  
Systems, Inc.  
7300 N Via Paseo Del  
Sur  
Suite 202  
Scottsdale AZ 85258

Quote  
#2814  
04/17/2026

## 20. **Applicable Law and Jurisdiction**

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

## 21. **Export Controls**

Certain the Seller products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any the Seller product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

## 22. **Severability**

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.