

VENDOR CONTRACT

Between Seon Systems Sales Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

GENERAL SERVICES

CONTRACT NUMBER 1042816

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

n/a

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	1042816 Addendum 1	Department		Floor/Room
Title	General Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	2/1/2016 08:00:01 AM (CT)	Floor/Room		Email
Close Date	3/11/2016 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Seon Design Inc
 Address 4699 Solutions Center
 Lockbox #774699
 Chicago, IL 60677

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (877) 630-7366
 Fax 1
 Email

Submitted 3/11/2016 01:38:50 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kevin Schentag

Email kevin.schentag@seon.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Seon Design Inc. designs and manufactures video, live GPS tracking, routing and student ridership tracking solutions for mobile applications. We are the all-in-one solution for school bus security and fleet management.
6	Primary Contact Name	Primary Contact Name	Kevin Schentag
7	Primary Contact Title	Primary Contact Title	Sales Executive
8	Primary Contact Email	Primary Contact Email	kevin.schentag@seon.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	877-630-7366
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	866-664-3677
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Christopher Andrus
13	Secondary Contact Title	Secondary Contact Title	Inside Sales Representative
14	Secondary Contact Email	Secondary Contact Email	christopher.andrus@seon.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	877-630-7366
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	866-664-3677
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kevin Schentag
19	Admin Fee Contact Email	Admin Fee Contact Email	kevin.schentag@seon.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	877-630-7366
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kevin Schentag
22	Purchase Order Contact Email	Purchase Order Contact Email	kevin.schentag@seon.com

23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	877-630-7366
24	Company Website	Company Website (Format - www.company.com)	www.seon.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
26	Primary Address	Primary Address	Unit 111 - 3B Burbidge Street
27	Primary Address City	Primary Address City	Coquitlam
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	BC, Canada
29	Primary Address Zip	Primary Address Zip	V2T5T3
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	bus cameras, video surveillance, routing, software, ridership tracking, student tracking, live GPS, fleet, camera, maintenance, dispatch software, field trip software, seon, stop-arm camera, windshield camera, HD, high definition, security, all-in-one, mdt, mobile data terminal
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Coquitlam
34	Company Residence (State)	Vendor's principal place of business is in the state of?	BC, Canada
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes

40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	14
44	Years Experience	Company years experience in this category?	17
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES CLS Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES CLS Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES CLS Initial of Authorized Company Official

Company Name Sean Systems Sales Inc.

Print name of authorized representative Curtis L. Smith

Signature of authorized representative Curtis L. Smith

Date March 8, 2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Seon Systems Sales Inc

Name of authorized representative Curtis L. Smith

Signature of authorized representative Curtis L. Smith

Date March 8, 2016

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Seon Systems Sales Inc.

Vendor Address: Unit 111 - 3B Burbidge Street Coquitlam BC, Canada V3K 7B2

Vendor E-mail Address: Kevin.schentag@seon.com

Vendor Telephone: 877-630-7366

Authorized Company Official's Name: Curtis L. Smith

Signature of Company Official: Curtis L. Smith

Date: March 8, 2016

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Seon Systems Sales Inc
Mailing Address: Unit 111 - 3B Burbidge street
City: Cogitlam
State: British Columbia, Canada
Zip: V3K 7B2
Telephone Number: 877-630-3666
Fax Number: 866-664-3677
Email Address: kevin.schentag@seon.com
Authorized Signature: Curtis L. Smith
Printed Name: Curtis L Smith
Position: Vice President Operations

This contract is for a total TERM of one year. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt

TIPS Authorized Signature

4-28-2016

Date

David Wayne Fitts

Approved by Region VIII ESC

4-28-2016

Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Gallup McKinley County Schools	Gallup	NM	Jeff Bond	505-721-1147
Conroe ISD	Conroe	TX	Sam Davila	936-709-5998
Arlington ISD	Arlington	TX	Richard Longgear	682-867-7859
Mansfield ISD	Mansfield	TX	Tony Sanchez	817-299-6060

SEON

A Safe Fleet Brand



SCHOOL BUS

Connect with Seon

WWW.SEON.COM

Technical Support:

1.844.899.7366

Sales Support:

1.877.630.7366



Seon Corporate Office

Unit 111 – 3B Burbidge Street,
Coquitlam, BC V3K 7B2 Canada

Seon Service Office

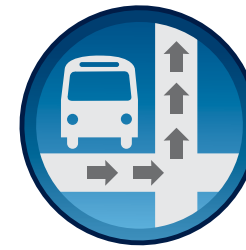
3310 Mayflower Drive, Suite C,
Lynchburg, VA 24501 USA



blog.seon.com



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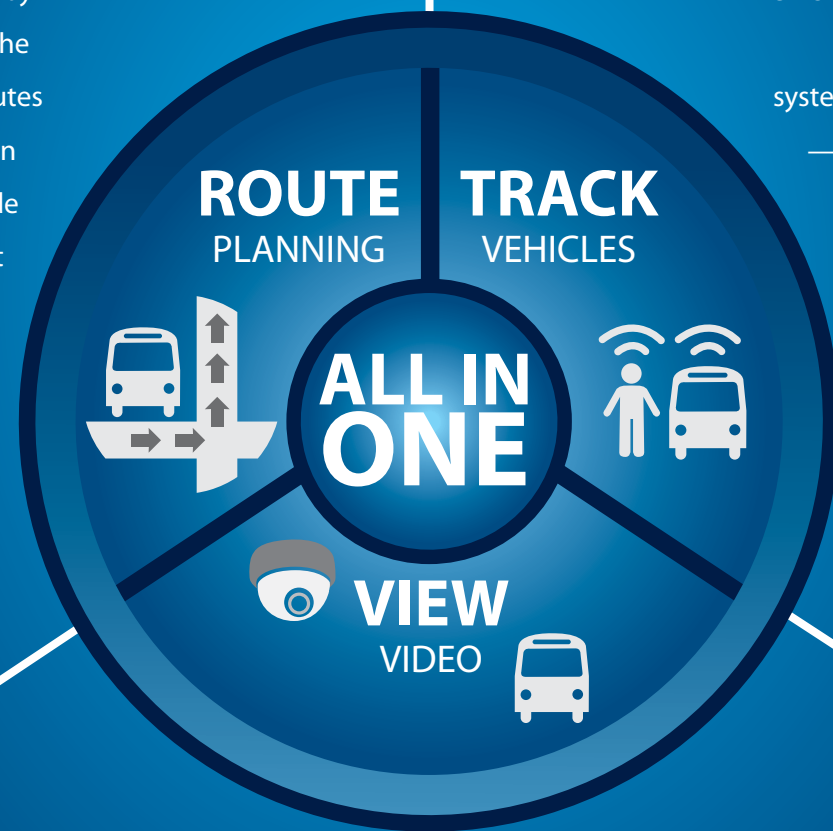
Seon has it all.

ROUTING

Our web-based routing solution reduces the manual effort of route planning by automatically creating the safest, most efficient routes taking into consideration bell times, maximum ride time, special equipment needs, bus capacities, and mileage.

TRACKING

By adding our live GPS tracking you can automatically view all your vehicle and student data, and the health status of your video system, in your routing software — making it easy to compare actual vs. planned routes without the headaches of manually importing GPS data.



VIDEO

Now you can not only record everything that happens on the road, but you'll have access to your video system health status and even stream live video from any installed bus camera, right from the same routing and tracking application.

#1 in Student Safety

Student safety is your number one priority — and helping you achieve it is ours.

Seon offers a complete suite of school transportation solutions that work seamlessly together to deliver the real-time information you need to improve student safety while reducing the cost of school transportation. Our technology helps you plan safe routes, track vehicles and student ridership, and capture, record, and automatically download video of on-board incidents. Ranked as the world's #1 supplier of mobile video surveillance equipment for buses in the IHS Group's biennial report on mobile video since 2007, we've achieved our #1 status through a

steadfast commitment to our customers. We understand the everyday challenges of student transportation and are here to support you every step of the way from choosing the right solution, providing professional, experienced installation services, to our second-to-none after-sales support. Feedback from our customers directly influences the design, engineering and support of our products, ensuring we meet your present and future student safety needs. And now as part of the Safe Fleet family of brands, our vision is to become the leading global provider of safety solutions for fleet vehicles. Imagine having instant access to all your critical school transportation information from anywhere, anytime. Invest in the power of Seon's suite of solutions for safer school transportation — trusted by over 4,000 school districts, contractors, and bus manufacturers for total fleet awareness.



Routing



SEE PLANNED VS. ACTUAL ROUTES ON ONE SCREEN

Easily identify costly route deviations by viewing the actual bus path, the planned route, and the live vehicle location on the same screen without manually importing GPS data.



ONE DATABASE FOR STUDENT INFORMATION

Integrate with your existing student database to ensure any updates or changes are automatically synchronized with your routing and student tracking information.



100% WEB-BASED

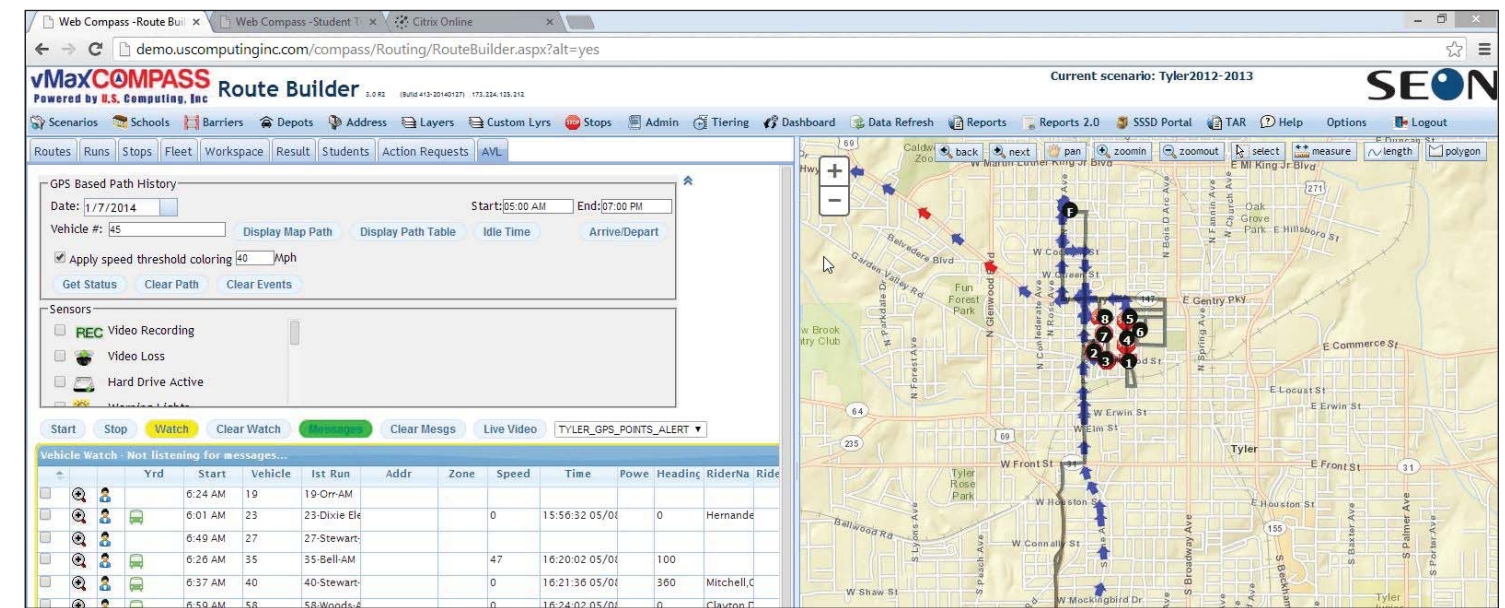
With no software to install, simply log in from any web browser to plan routes, access transportation requests, track vehicles and students, and monitor video systems.



AUTOMATIC ROUTE OPTIMIZATION

A powerful route solver will automatically generate the safest, most efficient routes allowing you to reduce fuel and labor costs while increasing the quality of your bus service.

A Truly Web-based Routing Solution



vMaxCOMPASS
Powered by U.S. Computing, Inc

More than just school bus routing software, vMax Compass is a web-based solution for school transportation management that gives you instant access to plan and adjust routes, compare planned vs. actual, and identify real transportation savings.

World-Standard ESRI-based Mapping

vMax Compass is built on the ESRI ArcGIS platform, the world leader in mapping technology and the standard used by county and federal governments.

Compare Planned vs. Actual on One Screen

Easily track route deviations by displaying the planned route and historical vehicle track in a single map view in real-time.

Automatic Route Optimization

Our powerful route solver reduces the manual effort of route planning by automatically generating the safest, most efficient routes while adhering to bell times, ride times, and route restrictions.

Maximize Bus Capacities

A sophisticated routing algorithm lets you maximize bus use by automatically assigning students to stops based on bus capacity and special equipment needs.

Identify and Reduce Route Inefficiencies

Easily identify unscheduled stops, route deviations, or excessive idle times contributing to higher fuel, maintenance, and labor costs.

Completely Integrated with Live GPS and Video

Access routing plans, track vehicles and student ridership, monitor the health of your video systems and your students in real-time on a single screen.

Transportation Information at your Fingertips

Access student, route, or transportation information from any Internet-connected device — anywhere, anytime for instant insight required to make critical transportation decisions.



Live Tracking



REAL-TIME GPS BUS TRACKING

Get a map-based view of your entire fleet and access critical vehicle data such as speed, direction, stops, and alarms so you can respond quickly in emergency situations.



INSTANT, ACCURATE STUDENT RIDERSHIP

Web-based access to student ridership gives you an up-to-the-minute roster of students travelling on a bus in emergencies and provides accurate student counts critical for securing transportation funding.



FULL VIDEO INTEGRATION

Get the only fleet tracking solution that is also seamlessly integrated with your video surveillance system — putting you in the driver's seat in any situation.



POWERFUL REPORTS ON FLEET EFFICIENCY

Visualize your fleet operations and identify time and labor savings through powerful, built-in reports on excessive idling, route deviations, and missed stops.

Real-time Student Ridership Tracking



vMax Trac uses RFID technology to provide real-time student ridership information right within your vMax Compass routing application. Easily identify whether a missing student is currently riding a bus, missed their bus, or got on or off at the wrong stop, or get a live student roster, complete with emergency contact info, in case of an accident.

Instant, Accurate Student Ridership Counts

RFID technology tracks each student as they enter and exit a bus and sends ID numbers over a secure cellular connection for immediate student ridership verification or up-to-the-minute student rosters.

Quickly Locate Missing Students

Secure web access to student ridership gives you real-time information on a missing student's last known location, allowing you to instantly see if they got on the wrong bus, got off at the wrong stop, or never boarded.

Extra Verification with Video Integration

Seon is the only provider that can give you visual verification that a student actually boarded the bus through full video system integration.

Key Hardware Components

Touch-based RFID Reader

Typically mounted near the driver, this solution provides visual confirmation and an audible beep when a student RFID card is correctly read.

Student ID Cards

Cards with a unique number are issued to students to place on the RFID reader upon entering and exiting the bus.

VML Controller

This hardware, also used for live vehicle tracking, sends ID numbers over the cellular network in real-time.



Real-time GPS Fleet Tracking

Need to find a bus in a hurry? Want instant information to answer parent complaints about missed stops? vMax Live Plus lets you monitor your fleet in real-time. Get live video and vehicle data to improve fleet efficiency and respond to safety concerns — in one convenient web-based application, fully integrated with your routing and video systems.



FIND A BUS IN A HURRY

Pinpoint the exact location of any bus in your fleet in real-time from the comfort of your office.



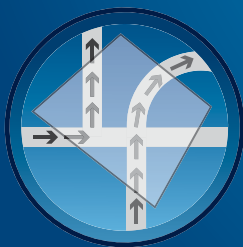
TRACK VEHICLE MOVEMENT

Track your entire fleet in real-time or display historical vehicle tracks to investigate a reported incident.



REAL-TIME VEHICLE STATUS

Get critical alerts on bus location, idling, direction, speeds, stops, and alarms, updated every 20 seconds.



VIEW MULTIPLE VEHICLE TRACKS

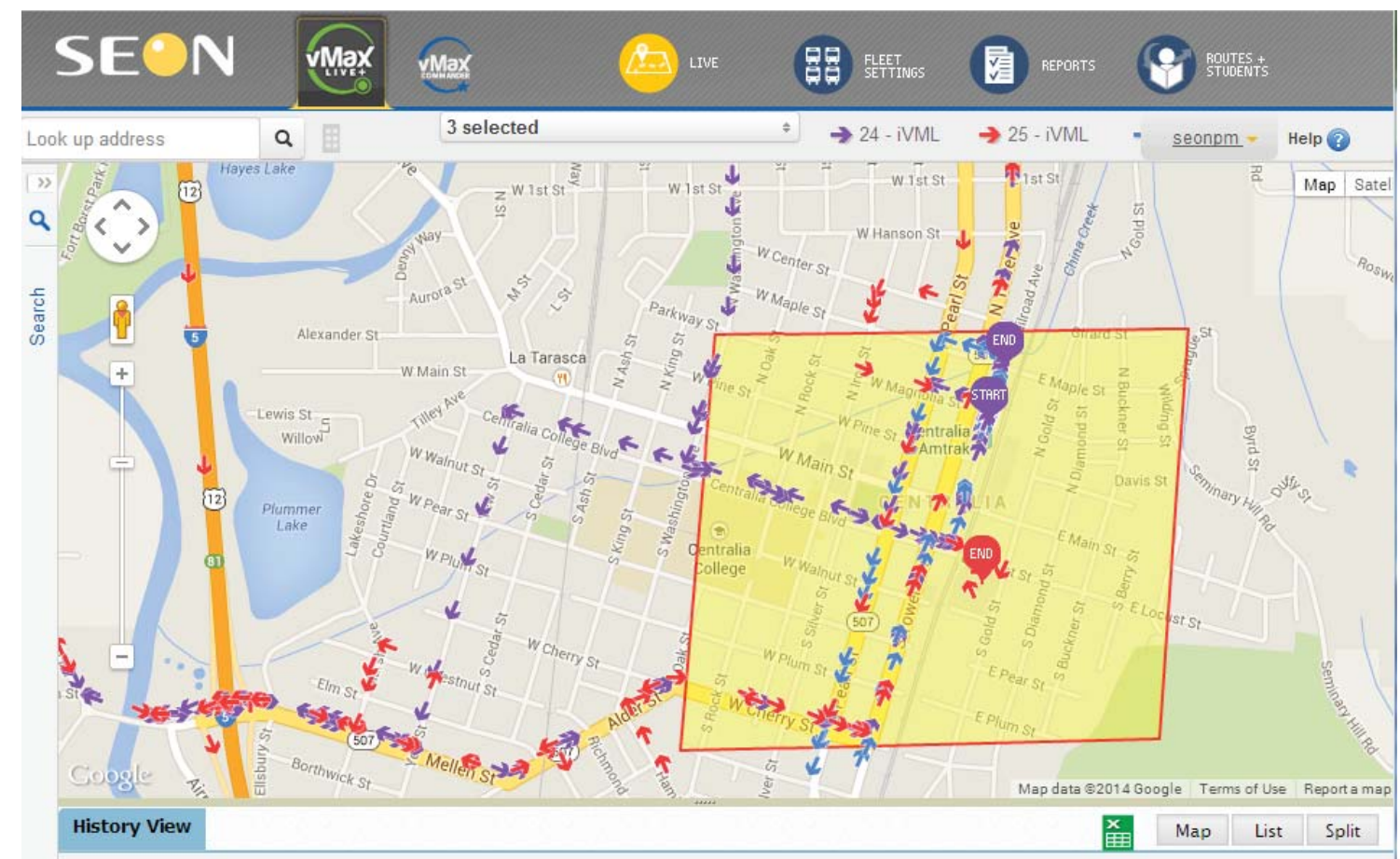
See the tracks of all buses that travelled through a specific area for easy incident investigation.



STREAM LIVE VIDEO

Tap into live video and audio from any installed bus camera in emergency situations.

A Live View of Your Fleet



Bird's-eye View of Your Fleet

Visualize your fleet operations in real-time through an easy-to-use map layout.

Real-time Fleet Information

Run powerful built-in reports to fuel critical business decisions.

Eliminate Video System Downtime

Get live updates on your video system health — DVR, hard drive, GPS, and even individual camera problems.

Monitor Route Adherence

Create geo-fencing boundaries to report on bus arrival time, departure time, and total time in the area.

Identify Fleet Inefficiencies

Identify fuel and time-wasters — report on excessive idling, route deviations, speeding, and mileage by bus, route, or driver.

Route Review

Review the exact historical vehicle path complete with idling, stops, alarms, and maximum vehicle speed.



Video Surveillance



CAPTURE AND RECORD EVERYTHING

Our high-resolution digital video recorders (DVR) and high-definition cameras capture any student or driver behavior on and around the bus from up to 13 camera angles.



INTUITIVE VIDEO PLAYBACK SOFTWARE

Quickly locate any on-board incident and easily create a video clip for evidence complete with synchronized telemetry data such as braking, signals, speed, and GPS location.



LOCATE, DOWNLOAD, MANAGE ON-BOARD VIDEO

Find critical video evidence in seconds, download video automatically via WiFi, and pro-actively monitor your camera system health to avoid missed footage with our web-based video management software.



STREAM LIVE VIDEO

View live video from any installed bus camera over the cellular network from any Internet-connected device or from within our web-based routing platform.

Monitor Events On and Off Your Bus



Today's school bus video surveillance systems don't just capture video and audio of what's happening on the bus, but can synchronize critical vehicle telemetry data such as vehicle speed, location, turn signals, braking, and stop-arm deployment critical to incident investigation. They let drivers keep their eyes on the road and give you all the evidence you need to investigate on-board events quickly and easily.

Improve Student Behavior

Cameras on the school bus have proven to deter bullying, reduce incidences of vandalism, decrease student discipline problems, and provide a more accurate account of student and driver interaction.

Encourage Safer Driving Practices

Video captures undesirable behaviors, such as texting, hard turns and braking, speeding, lapses in attention or even poor parent-driver and student-driver interactions, and can be a powerful tool in driver coaching and training leading to safer driving practices and reduced accidents.

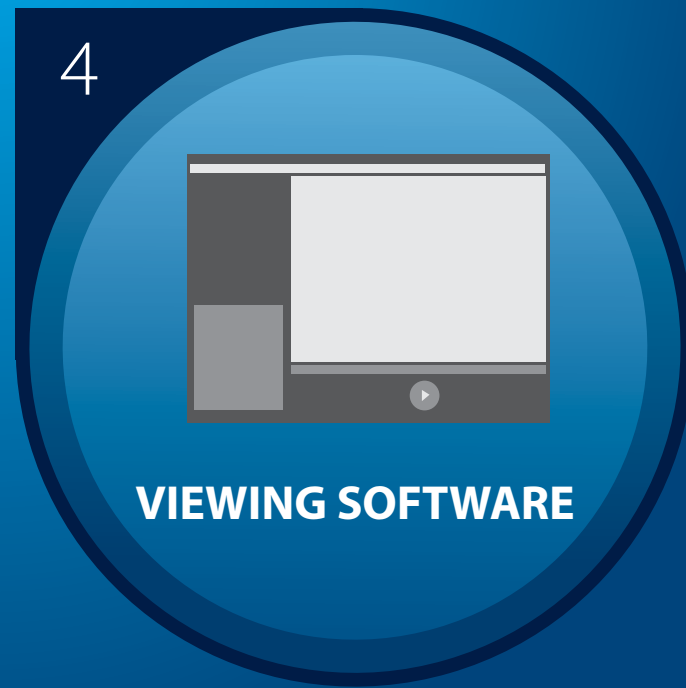
Simplify Accident Investigation

The combination of a forward-facing camera and integrated vehicle telemetry data such as speed, location, and braking can help prove driver innocence and reduce insurance claims.

Catch Stop-arm Violators

Specialized high-definition cameras can automatically capture license plate numbers of vehicles passing a stopped school bus and trigger an alarm to tag video also recording the date, time, and exact GPS location of the violation required for review by law enforcement.

School Bus Camera Systems: The Essentials



Building Your System: Important Considerations

Video surveillance isn't one-size-fits-all. It requires careful consideration of your district's needs and key problem areas. Seon school bus camera systems can be customized to suit the needs of any situation. Use this handy checklist to start building your ideal system:

Quick Start Questions

I need to be able to see video and audio of...

Choose all answers that apply

- Driver Actions
- Road Ahead
- Boarding/Off-loading (step-well)
- Stop-arm Violations
- Students: Front Mid Rear
- Rear-view (Backing Up)
- Around the Bus

What image quality/clarity do I need?

- Low Resolution (Event Confirmation)
- Good Resolution (Incident Review)
- High-Definition (Detailed Investigation)

I want to be able to store video on the bus for at least...

- 1 week
- 2 weeks
- 30 days
- 60—90 days

I also want to see my video synchronized with...

- Vehicle Signals (Brake, Turns)
- Vehicle Location (GPS)
- Dangerous Driving Indicators (Accelerometer Data)
- Panic Alerts

Do I want to capture stop-arm violations now or in the future?

- Yes; now
- Yes; in future
- No

How would I prefer to access my video footage?

- Manual Hard Drive Removal
- Download to USB
- Automatic Download via WiFi
- Live Video Feed



Cameras

Specialized cameras specifically engineered for mobile surveillance:

- High-resolution image capture
- Fully adjustable camera views
- Tamper-resistant
- Quality manufacturing



CJ WINDSHIELD CAMERA

Get a driver's view of the road ahead — ideal for accident reconstruction.



CQ INTERIOR DOME CAMERA

Compact and vandal-resistant interior camera captures events inside the bus.



CA OUTDOOR WEDGE CAMERA

Durable, weather-proof camera for exterior surveillance.



CHW HIGH-DEFINITION CAMERA

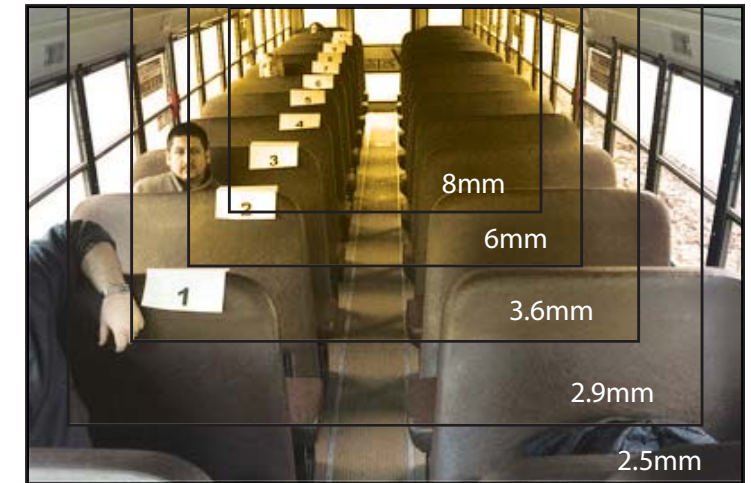
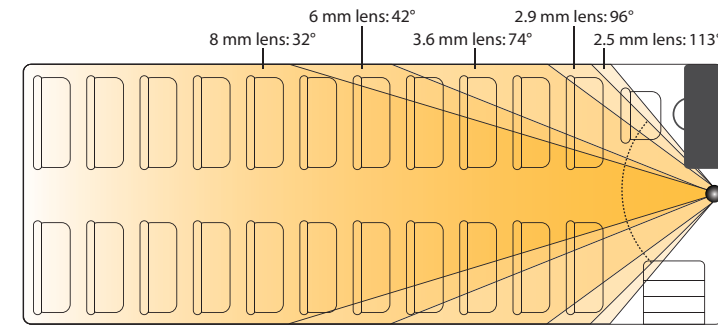
Up to 3x the resolution of a typical analog camera — ideal for license plate capture.



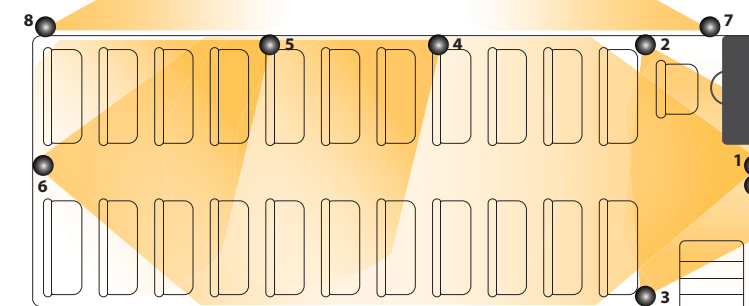
Cameras: Safety From Every Angle

Knowing what you want to see is a big part of choosing the right video surveillance system. There are two important considerations in choosing the right camera:

1) FIELD OF VIEW



2) CAMERA POSITION



Camera 1 – 2.9 mm lens:
down aisle front to rear



Camera 2 – 3.6 mm lens:
driver/stairwell



Camera 3 – 3.6 mm lens:
driver



Camera 4 – 3.6 mm lens:
4th row down aisle



Camera 5 – 3.6 mm lens:
midship rear



Camera 6 – 3.6 mm lens:
up aisle rear to front



Camera 7 – 25 mm lens: exterior
stop-arm driver's side



Camera 8 – 8 mm lens: exterior
rear to front driver's side



Camera 9 – 2.9 mm lens:
forward-facing



Protect Students Outside the Bus

Upgrade your Seon surveillance system with stop-arm camera technology. This automated solution activates when the stop-arm is deployed, protecting students during the vulnerable loading and unloading times, and captures violations without driver intervention.



AUTOMATED VIOLATION DETECTION

A sensor automatically detects and tags video with a violation each time a vehicle illegally passes the bus — with no driver intervention.



HIGH-DEFINITION LICENSE PLATE CAPTURE

High-definition cameras capture a clear picture of the violator's license plate.



TAG VIDEO WITH EVENT DETAILS

Video is recorded with the date, time, and exact GPS co-ordinate of the violation to create a complete evidence package.



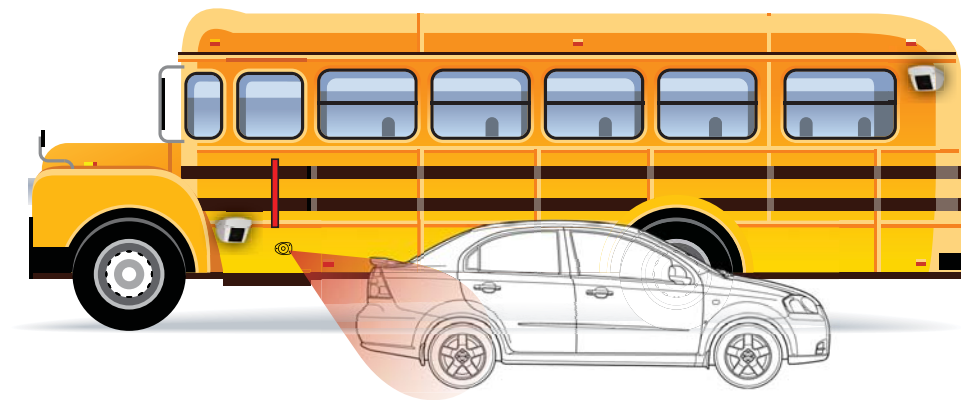
AUTOMATIC WIFI DOWNLOADING

When the bus returns to the yard, violations are automatically downloaded via WiFi for review and processing.

How the Stop-arm Solution Works

1. Vehicle illegally passes the bus: Sensor detects stop-arm violation

A sensor installed directly below the stop-arm will trigger a marked alarm on the video recording each time it senses a vehicle passing the stopped bus illegally (i.e. stop-arm engaged and flashers on).



2. High-definition cameras capture violation and license plate number

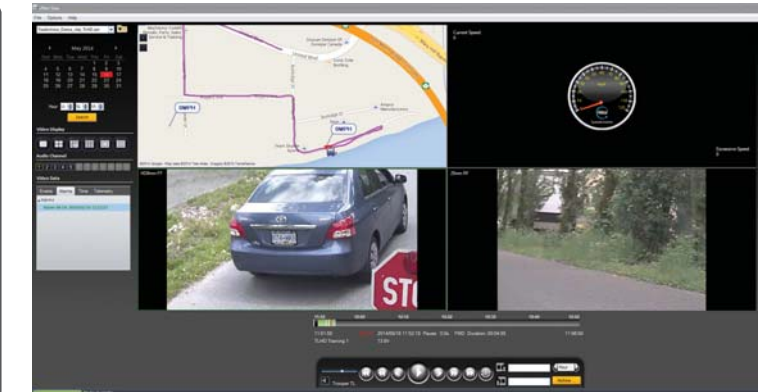
A high-definition digital video recorder captures views of the event from both directions (oncoming traffic and vehicles passing on the driver side).



Seon's stop-arm solution uses a high-definition (HD) camera with 1280 X 720 resolution to capture the license plate numbers of stop-arm violators with precision and clarity.

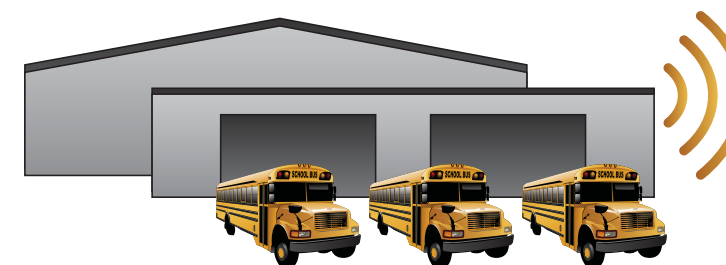
3. Video evidence is recorded with date, time, and GPS co-ordinates

The DVR records the stop-arm violation and information such as date, time, and GPS co-ordinates.



4. Violation is downloaded via WiFi

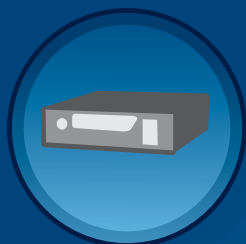
When the bus returns to the yard, the video tagged as a stop-arm violation is automatically downloaded over WiFi to a central server for review and processing.



5. Access violations in vMax Commander to create law enforcement evidence package

Quickly and easily locate violations in vMax® Commander and easily create a video evidence package for law enforcement.





DVRs

TROOPER TL SERIES: 2/4 CHANNELS

Available in two or four channels, the TL series of DVRs offer an economical solution to student safety in a compact, high-performance package.



TROOPER TL-HD: 5-CHANNEL HIGH-DEFINITION

The ideal choice for high quality recording, the TL-HD offers a high-definition video channel with 3x the resolution of a typical analog camera — ideal for capturing fine details such as license plate numbers.



EXPLORER TX8: 8 CHANNELS

This eight-channel DVR supports the challenges of high capacity buses and high-back seats — with dual hard-drives for a fail-safe design and double the storage space.



EXPLORER DX-HD: 13-CHANNEL HIGH-DEFINITION

This 13-channel top-of-the-line DVR is packed with powerful features for maximum coverage and support of any future security expansion plans.



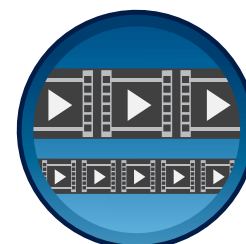
DVRs: Rugged, Mobile, and Reliable

Seon's line of digital video recorders offer more advanced features and more protection than any others on the market. All of our DVRs are purpose-built for mobile and ready to meet the challenges of student transportation safety with these great features:



HIGH-RESOLUTION RECORDING

Record with hi-res image quality at 720 x 480 (analog) and 1280 x 720/1080 (HD), with H.264 compression for faster, smoother video.



DUAL STREAMING TECHNOLOGY FOR LIVE VIEWING

Dual-streaming means you never have to sacrifice the quality of your recorded video for the privilege of streaming it live. A high-res video stream is recorded for detailed analysis, while a low-res stream more suitable for cellular networks is used for live viewing.



ENHANCED SYSTEM HEALTH-CHECK

Avoid system downtime with advanced system health-check that monitors DVR, hard drive, camera, and GPS health status.



AUTOMATIC WIFI DOWNLOADING

WiFi-ready to support automatic downloading of video as buses return to the yard, with the addition of our industrial-grade wireless network.



EMBEDDED VEHICLE TELEMETRY DATA

Alarms, GPS tracking information, and vehicle signals are synchronized with video footage and available in the viewing software screen, with addition of a GPS antenna.



PANIC/DIAGNOSTIC ALERTS

Panic and diagnostic button functionality provides an easy way for the driver to mark an incident and verify the system is functioning.



Accessories

Enhance your video viewing experience with these essential add-ons:



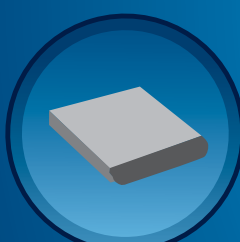
PASSIVE GPS RECEIVER

Record vehicle speed and location for enhanced incident analysis and get alerts when a vehicle deviates from a geographic boundary.



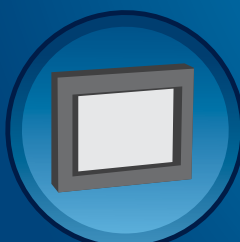
HARD-DRIVE READER

Plug and play hard drive reader for easy playback and review of on-board video events.



SPARE MEDIA CARTRIDGE WITH HARD DRIVE

Purchase spare hard drives so that you never leave a DVR without a video storage device and eliminate the chance of missing video recordings.



VIDEO MONITOR

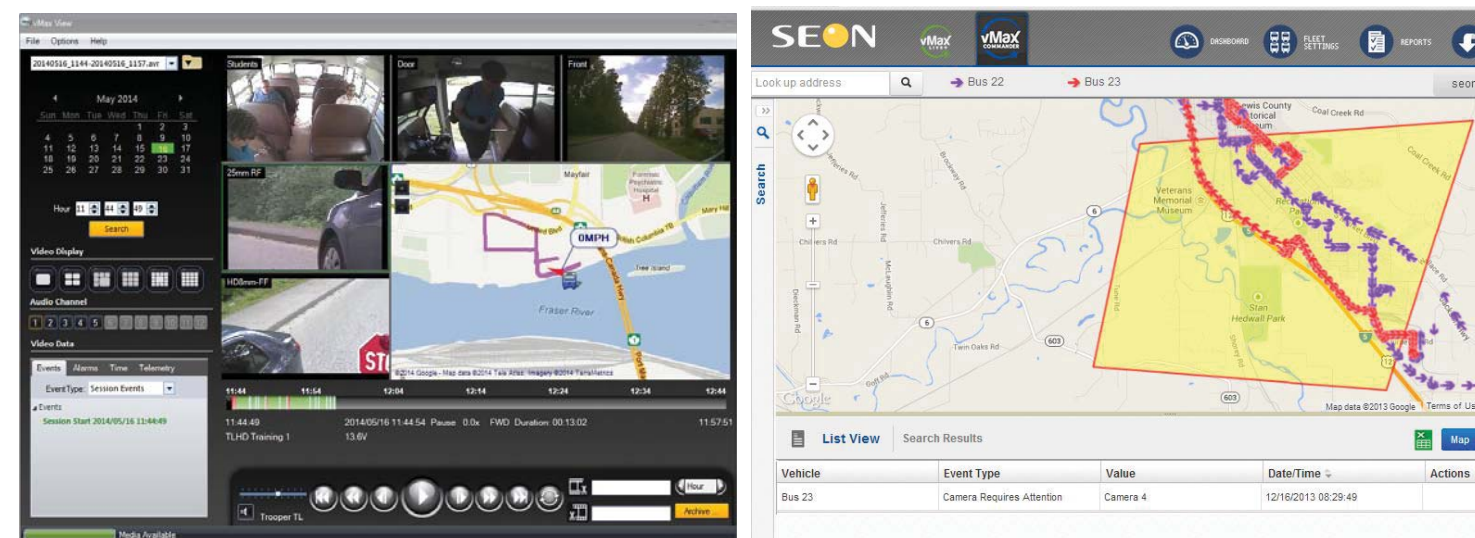
A video monitor is an essential tool to ensure and maintain accurate camera view set-up.



INERTIA SENSOR

Get incident alerts and critical data on unsafe driving practices, such as hard braking, acceleration, and cornering, for advanced driver monitoring and accident reconstruction.

Expand Your View with Passive GPS Technology



Adding a GPS antenna to your video surveillance system is a cost-effective way to add vehicle tracking and improve incident analysis.

Cost-effective GPS Tracking

If you don't have the budget for real-time tracking, a simple passive GPS antenna will provide by-the-second vehicle speed, direction, and location information synchronized with your video footage for more effective and faster incident resolution.

Easy Route Display

See the route travelled synchronized with your video footage on a map within your viewing software. Mouse over your GPS track to display time, vehicle speed, direction and location, and click to set your start and end points for your video archive.

Geographic Location Video Search

Easily locate any video available from a specific incident location through geographic search using our vMax Commander video management software by equipping your entire fleet with passive GPS.

Accurate Time-keeping

A passive GPS antenna ensures your entire surveillance system keeps absolutely accurate date and time and eliminates the labor costs involved in re-setting the DVR time during daylight savings.



Viewing Software

This intuitive video playback software simplifies the viewing, archiving, and retrieval of video recorded on a Seon DVR, and allows you to easily locate video by alarm, date and time, and even GPS location. Quickly and easily save video of on-board events pinpointing the exact time and location of the incident.



EASILY VIEW AND ARCHIVE VIDEO

Quickly locate the on-board incident and easily create a video clip for evidence. It's as easy as point-click-save.



SEE WHAT REALLY HAPPENED — WHERE AND WHEN

Vehicle telemetry data such as signals, braking, and vehicle speed, direction and location is synchronized with your video data and displayed in one view in your playback software, for easy incident investigation.



EASY ROUTE DISPLAY NEW!

For vehicles equipped with a passive GPS antenna, you can view the exact route travelled and see vehicle speed, direction and time displayed on a map throughout the video.



PROTECT PASSENGER AND DRIVER PRIVACY

Innovative Smart-Blur™ technology blurs the faces of innocent bystanders throughout the video clip for privacy protection.



PROTECT VIDEO CHAIN OF CUSTODY NEW!

Save video in an encrypted, self-extracting file so you can easily share video footage with law enforcement or school administrators while ensuring the authenticity of your video file and preserving the chain of custody.

User-friendly Video Playback Software



Customize Your Video View

Customize your display to view 1, 4, 9, 13, or 16 cameras, vehicle speed, signals, alarms, and location all on a single screen. Undock, re-size or create a still image for distribution of any camera view for better incident resolution.

Easy Route Display and GPS-based Archiving NEW!

See the route travelled synchronized with your video footage on a map within your viewing software. Mouse over your GPS track to display time, vehicle speed, direction and location, and click to set your start and end points for your video archive.

Digital Zoom

Zero in on key details in a camera view, such as facial expressions, license plate numbers, or even road signs, adding value and context to your incident investigation.

Smart-Blur™ Privacy Feature

When sharing sensitive video footage, you can protect the identities of innocent bystanders by creating one or more privacy zones to blur faces throughout the video clip.



Video Management

vMax Commander is a web-based application used to wirelessly download bus surveillance video and telemetry data. It's fleet management capabilities, search and archive, DVR manager and powerful reporting engine help you manage your fleet and bus surveillance video faster and more efficiently than ever before.



WEB-BASED VIDEO MANAGEMENT

Get full visibility of your surveillance activities including alarms, video downloads, system health status and connected vehicles on one convenient, web-based dashboard.



*AUTOMATED VIDEO DOWNLOADING VIA WIFI

Schedule video downloads based on pre-defined alarms or request video of a specific incident and your video will be automatically downloaded from the bus via WiFi and available for viewing from a central location when the bus returns to the yard.



PRO-ACTIVE SYSTEM HEALTH MONITORING

Pro-actively monitor video system health to identify hard drives, cameras and GPS units requiring attention giving you the ability to quickly fix a problem and avoid downtime or video loss.



REMOTE DVR UPDATES & CONFIGURATION

Update DVR firmware and adjust or upload new DVR configurations all from the comfort of your office.

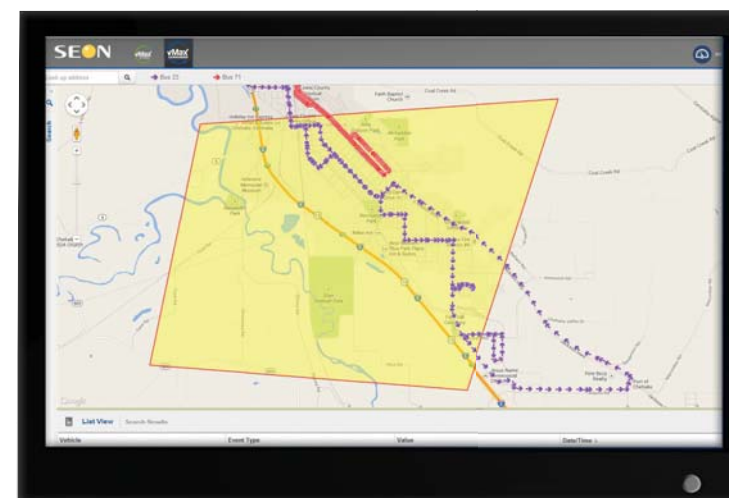


ADVANCED VIDEO SEARCH

Find critical video evidence in seconds by date, time, or even geographic search criteria.

***Additional Equipment Required**

Wireless Access to Video and Fleet Data



Map-based Video Search **NEW!**

Search for any available video from a specific zone or cross-street where an incident was reported and schedule video for automatic download when the bus returns to the yard.

Display Vehicle Tracks **NEW!**

View the GPS tracks of up to five vehicles on a map, with detail in 2-second intervals, without having to download video — ideal for route adherence or incident investigation.

Web-based Archive Manager

Easily locate, review, and manage your downloaded video archives using any device through a convenient web interface.

Advanced Reporting

Control access to critical video by assigning customized user permissions and get web-based access to user accounts, log-in reports, system health reports, and DVR configurations.



Wireless Networking

smartreach

Working in concert with vMax Commander video management software, Smart-Reach WiFi technology provides the wireless network infrastructure required to quickly, reliably, and automatically download video and vehicle telemetry data as buses return to the yard.



SECURE, INDUSTRIAL-GRADE TECHNOLOGY

Our industrial-grade wireless technology is guaranteed to deliver the signal strength, power, and bandwidth necessary for reliable download of video.



PROFESSIONAL, CERTIFIED ENGINEERING

Our team of Wireless Engineers is professionally certified in wireless technology and bring their many years of experience to every network implementation.



RELIABLE WIRELESS COVERAGE

We custom design, configure, and rigorously test every wireless network to ensure consistently reliable coverage throughout the yard.



SINGLE OR MULTI-YARD DEPLOYMENTS

Whether you have a single yard or multiple locations, we can design a WiFi network that is suited to your needs.

Easily Download Video via WiFi



Smart-Reach WiFi allows you to automatically transfer alarmed events or scheduled video downloads, without human intervention, as the bus returns to the yard.



1. BUS RETURNS TO THE YARD

The Seon DVR is connected to the WiFi network via a Smart-Reach Lite wireless bridge as it enters the yard.



2. VIDEO AND TELEMETRY DATA IS IDENTIFIED

The DVR communicates with the WiFi network to identify any scheduled video and telemetry downloads, downloads not completed, or ad-hoc video requests.



3. HANDS-FREE VIDEO IS TRANSFERRED VIA WIFI

Video and telemetry data (such as GPS location information) is then downloaded via the secure wireless connection and stored to a central network location, ready for viewing.



4. VIEW AND MANAGE VIDEO FOOTAGE

Access video and GPS data and view system health information via any web browser on any device using vMax Commander.



Stream Live Video

NEW!

Put yourself in the driver's seat of any vehicle in your fleet in an emergency. Live video streaming lets you connect to a Seon video surveillance system in real-time, via a secure cellular network connection, to view video and audio from any installed bus camera.



MONITOR ON-BOARD ACTIVITY FROM ANYWHERE

Whether you are in the office or on the road, you can access live camera footage from any Internet-connected device to assess and respond to emergency situations in seconds.



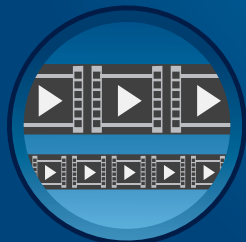
MAXIMIZE ACCESS, MINIMIZE DATA CHARGES

Our unique video streaming server technology minimizes cellular data usage charges while maximizing the number of users that can access on-board footage at the same time.



SECURE, PASSWORD-PROTECTED VIDEO FEED

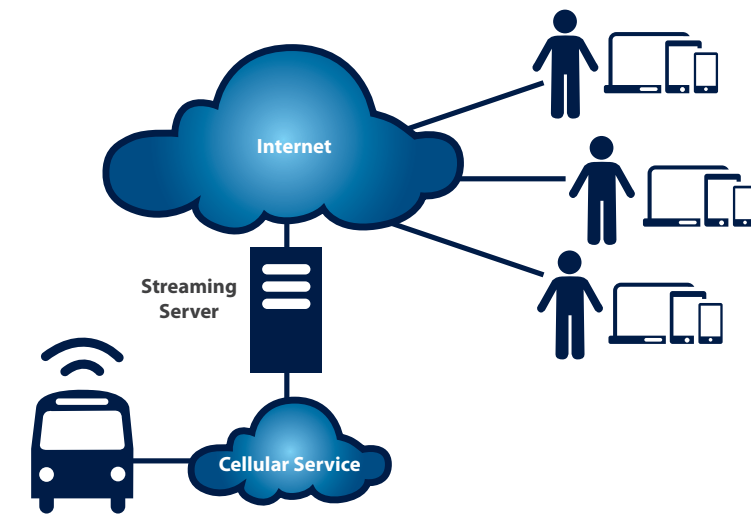
A highly secure Virtual Private Network (VPN) connection is established between the Seon DVR and the video streaming server to prevent unauthorized access to sensitive video.



UNIQUE DUAL-STREAMING TECHNOLOGY

You never have to sacrifice the quality of your recorded video for the privilege of streaming it live. A second low-res video stream suitable for cellular networks is used for live streaming.

Live Streaming: How it Works

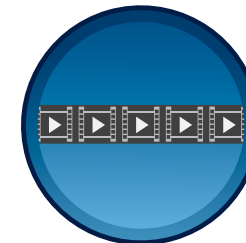


Seon's live video streaming service is carefully architected to offer both security and accessibility, while managing coverage issues and unpredictable data rates typical of cellular networks.



1. SECURE CELLULAR CONNECTION IS ESTABLISHED

The Smart-Reach Cellular router establishes a secure, VPN connection over the cellular network between the Seon DVR and the video streaming server.



2. LOW-RES VIDEO STREAM IS TRANSMITTED

A low-res video stream, designed for remote viewing over cellular, is transmitted from the Seon DVR to the video streaming server and accessible in your web-based live viewing application.



3. ACCESS VIDEO AND AUDIO IN REAL-TIME

Multiple users on any Internet-connect device can select the bus they want to access, the camera view they want to see, and the microphone they want to access for audio.

Anti-bullying

As a school bus camera system provider, Seon has seen plenty of evidence of bullying on school buses. That's why we've created a unique anti-bullying campaign that uses a combination of awareness, education, and technology to combat the issue.



Our goal is to improve driver and student safety by offering the school bus industry the tools, resources and funding to equip drivers and other school transportation staff with sufficient training to spot and prevent bullying on the buses.

Visit seon.com/anti-bullying to help us:

- Reduce the number of bullying incidents on the school bus
- Improve driver and student safety
- Raise awareness that bullies aren't cool

Join the cause: seon.com/anti-bullying

No Bullies on My Bus!



Helping keep students safe

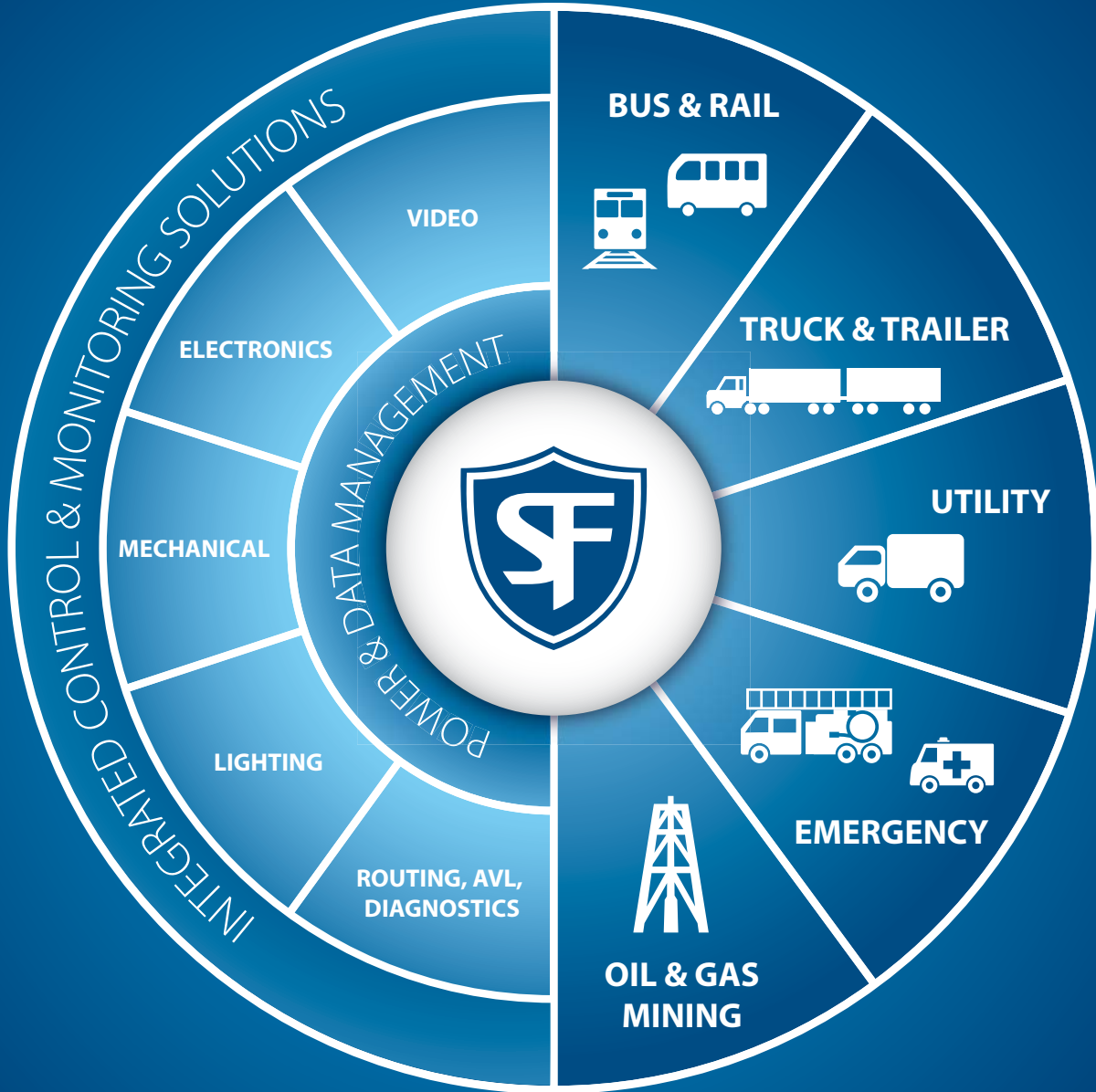
SEON

A Safe Fleet Brand

seon.com/anti-bullying

Seon supports anti-bullying

Seon is now proudly part of the Safe Fleet Family of brands whose common goal is to enhance the safety and productivity of drivers, passengers, and pedestrians. Together our vision is to be the leading global provider of comprehensive safety solutions for fleet manufacturers, operators, and passengers.



www.seon.com



www.safefleetsolutions.com



www.seon.com/anti-bullying

Seon Design Inc. ® Product Warranty

Seon Design Inc. ("Seon") warrants the cameras and components listed below against defects in workmanship and materials provided that such defects appear or are discovered within the respective periods specified below and provided further that the purchaser of such products notifies Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects:

- Three (3) years from date of purchase, parts and repair labor on all Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer® Premier, DX, TX, EX, MX, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the VML Controller, Student Tracking RFID reader, and other vMax Live Plus hardware products
- One (1) year from date of purchase, parts and repair labor on all other products and accessories

If Seon repairs any camera or component which is out of warranty Seon warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired camera or component to customer by Seon and provided further that the purchaser of such products notifies Seon of such defects within thirty (30) days of the appearance or discovery of such defects.

Subject to the terms and conditions listed below, during the relevant warranty period, Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and arbitrary opinion, free of charge, any defective products returned prepaid. In the event purchaser has a problem with any Seon product, please call and request a **RETURN AUTHORIZATION (RA) NUMBER** from the Service Department. Please call 877-630-7366 or (604) 941-0880 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior authorization **MUST** be obtained for all returns, exchanges, or credits. **ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RA NUMBER MAY BE REFUSED.**

Products returned will be tested to verify for possible defects. Upon verification of a defect, the product will be repaired or exchanged, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Seon reserves the right to refund the purchase price or to issue a credit only in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products, at its sole and arbitrary discretion. Seon may replace an entire unit with an equivalent model, at its sole and arbitrary discretion. If a unit is exchanged, the returned product shall become the property of Seon and the exchange product becomes the property of the purchaser, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder or component and customer notifies Seon of such within sixty (60) days of:

- (a) the date of installation of such product if the installation of such product was done by Seon; or
- (b) if Seon did not install the product, of the date of shipment of the product to the customer by Seon,

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement then Seon will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement and the customer shall pay to Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed upon credit terms:

This warranty shall not apply:

- (a) to equipment not supplied by Seon;
- (b) to computer equipment supplied by Seon (such as monitors, printers, servers and laptops) not manufactured by Seon. The customer must contact original manufacturer of such equipment for warranty terms and service;
- (c) to equipment, including, any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Seon's exclusive and arbitrary judgment, to affect the same adversely;
- (d) to equipment that is installed utilizing installation products not supplied by Seon;
- (e) if the warranty seal on the DVR has been broken or tampered with;
- (f) if the serial number for the product has been altered in any way; or
- (g) if the product has been operated outside of the specified Operating Environment specified in the Seon User's Manual for such product, or
- (h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non-defective cameras or components, all of which are for the account of the customer.

Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

Any description of the goods or services, whether in writing or made orally by Seon or Seon's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seon or Seon's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Seon. Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND SEON'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. SEON SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, Seon specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to purchaser. In no event shall Seon's total liability for any damages to purchaser or any other person in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of Seon.

Provisions Applicable to American Customers

For those customers whose mailing address is in the United States, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to such Court's exercise of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable to Canadian Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdiction of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply to products ("Extended Warranty Products") in respect of which the customer has purchased the Extended Warranty as a separate product from Seon. If any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

Seon warrants the Extended Warranty Products against defects in workmanship and materials provided that such defects appear or are discovered within the extended warranty period set forth in the applicable warranty purchased by the customer and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- (a) Seon will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;
- (b) normal wear and tear IS covered, including replacement of hard drives if necessary;
- (c) the parts and repair labor required to complete all warranted repairs are included;
- (d) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and
- (e) Seon will pay freight, brokerage and duty costs to bring the goods to Canada, if required, in the sole and arbitrary opinion of Seon.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to Seon at: service@seon.com.

The purchaser reporting an Extended Warranty issue may request Seon to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

Seon will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided.

A renewal or extension of the Extended Warranty is not automatic and will only be offered at the sole discretion of Seon and must be verified by Seon in writing.