

## EDGE HI-DEF / SD 5.7" Manufacturer Limited Warranty

### HARDWARE REPAIR SERVICE

The following document details the COBAN Manufacturer Limited Warranty for the EDGE HI-DEF. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured EDGE HI-DEF System ("PRODUCT"), against defects in material and workmanship under normal use and service for a period of three (3) years and, such warranties shall begin when the PRODUCT is delivered to the Original End User ("CLIENT"). This expressed Limited Warranty is extended by COBAN to the CLIENT purchasing the PRODUCT for purposes of governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the PRODUCT manufactured by COBAN and it does not warrant the installation, maintenance, support or service of the PRODUCT unless a separate written agreement is made between COBAN and CLIENT. Please refer to DVMS / Command Center Maintenance Support Service Option for technical support and software support details.

### WARRANTY COVERAGE

The warranty applies within all fifty (50) states of the United States of America. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damaged, altered or removed from the product. COBAN, at their discretion, will at no charge, repair the PRODUCT (with new or reconditioned parts), or replace it with the same or equivalent PRODUCT (using new or reconditioned products), during the warranty period, provided that the CLIENT notifies COBAN according to the terms of this warranty. The repaired or replaced PRODUCT is warranted for the remaining original applicable warranty period. All returned parts of the PRODUCT shall become the property of COBAN.

#### Items covered under this warranty:

- EDGE CPU / Encoder Module is covered for three (3) years under this warranty
- EDGE Display Module is covered for three (3) years under this warranty
- EDGE Power Supply Module is covered for three (3) years under this warranty
- EDGE Removable Hard Disk is covered for three (3) years under this warranty
- EDGE System Cables are covered for three (3) years under this warranty
- EDGE Wireless Microphone ("Mic.") Transmitter is covered for three (3) years under this warranty
- EDGE Wireless Mic. Receiver is covered for three (3) years under this warranty
- EDGE Primary Forward Facing Camera is covered for three (3) years under this warranty

### WARRANTY LIMITATION

- EDGE System Wires is covered for twelve (12) months under this warranty
- EDGE Power Supply Battery is covered for twelve (12) months under this warranty
- EDGE Wireless Mic. Transmitter Pouch is covered for twelve (12) months under this warranty
- EDGE Wireless Mic. Transmitter Battery is covered for twelve (12) months under this warranty
- EDGE Wireless Mic. Transmitter Antenna is covered for twelve (12) months under this warranty
- EDGE Wireless Mic. Receiver Antennas is covered for twelve (12) months under this warranty
- EDGE Optional Peripheral Devices are covered for twelve (12) months under this warranty

### COBAN 3rd Party Warranty and Support

- Support and service on the Dell Servers and Storage is provided by Dell Computer.  
Dell Tech Support: **800-999-3355 ext 7255010** or via Website <http://support.dell.com>
- Support and service on the IBM Server, Storage, Tape Library and Tivoli Storage Manager Software is provided by IBM. IBM Support: **800-426-7378** or via Website <http://www.ibm.com/support/us/en/>

### GENERAL WARRANTY PROVISIONS

This warranty sets forth the extent of COBAN'S responsibilities regarding the PRODUCT. Repair and replacement of the purchase price, at COBAN'S option, is an exclusive remedy.

THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COBAN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COBAN BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCES, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THAT MAY BE DISCLAIMED BY LAW

## **FORCE MAJEURE**

COBAN shall not be liable for delays or failure to perform with respect to this agreement due to Force Majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

## **CLIENT'S RESPONSIBILITIES**

It is the CLIENT's responsibility to back up the contents of all hard drives, including any data that may be stored or software that may have been installed on the hard drive. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service and as such COBAN will not be held liable for any damages to or loss of any program, data or other information stored on any media or any part of any PRODUCT serviced hereunder. It is HIGHLY recommended that the CLIENT creates a valid disk "image" after final installation is completed. This image will need to be updated as changes are made to the units and kept safe by the CLIENT for data recovery purposes. COBAN assumes no liability or responsibility in developing a disaster recovery policy for the CLIENT. The CLIENT will perform any and ALL data reconstruction, unless specifically stated in the initial contract between COBAN and the CLIENT.

## **CLIENT'S REPRESENTATIVE**

At all times during the term of this warranty, at least one (1) employee of the CLIENT shall be designated to act as Representative. Representative shall be responsible to react to all equipment problems, attempt troubleshoot to isolate the malfunction area, notify COBAN of the need for service and cooperate with COBAN to diagnose the problem over the telephone.

**All initial RMA Requests MUST be called into COBAN's Tech Support line (281-925-0488 option 2) or entered via COBAN Customer Support Web Portal (<http://customer.COBANTECH.com>).**

Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested.

## **RMA AND SHIPPING**

Once COBAN determines that all or part of the PRODUCT requires return for repair or replacement, a Return Merchandise Authorization Number (RMA NUMBER) will be issued. We recommend the CLIENT insure or get a tracking number for the return package as COBAN is not responsible for lost, stolen or damaged packages. Please prominently display the RMA number on the outside of the shipping box and ship labels of each box.

During the first ninety (90) days of deployment, COBAN will cover the cost of any RMA shipment to and from COBAN's maintenance facility. After the ninety (90) days, the CLIENT will be responsible for shipping charges and to insure the product arrives at COBAN intact. COBAN will pay for return shipping, via Ground shipping services to return the repaired/serviced modules back to the CLIENT. Any expedited shipping requests will be the responsibility of and paid for by the CLIENT. Repair times for defective modules are objectives, not guarantees.

## **ADVANCE PLACEMENT / CROSS SHIP**

If advance replacement / cross ship is required and the CLIENT wishes to receive the most expedient service available, the CLIENT will be required to provide COBAN with a credit card authorization to bill the CLIENT's credit card in the event that the CLIENT fails to return the original parts. The credit card will only be charged for COBAN's list price for the part if the part has not been returned within ten (10) days.

Type of Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## **OTHER INFORMATION**

### Unit Replacement

Once a replacement component has been received, the CLIENT must relinquish the defective unit to COBAN. If the defective unit is not returned within ten (10) days, the CLIENT agrees to pay COBAN the cost for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Service Description Agreement and may result in other legal actions, including but not limited to suspending shipment of subsequent units and or replacement components.

### Parts Ownership

All service parts removed from the CLIENT's Supported System become the property of COBAN. The CLIENT will be obligated to pay at the current retail price(s) for any service parts removed from the CLIENT's Supported System and retained by the CLIENT. COBAN will use new and reconditioned parts made by various manufacturers in performing warranty repairs.

### **NON-WARRANTY SERVICES**

**Each warranty request pertaining to any item not covered under the EDEG Manufacture Limited Warranty shall be invoiced to the CLIENT at the agreed upon Time and Materials rate. Currently, COBAN charges \$ 125.00 per hour on non-warranty phone support and \$ 95.00 per hour on none warranty repair. COBAN Support Engineers are not authorized to service any third party hardware, software or vehicle issues.**

COBAN will charge the CLIENT a \$ 95.00 service fee for any RMA units/components that are returned to COBAN as "non-warranty" items. Non Warranty items are defined under section titled ITEMS NOT COVERED UNDER THIS WARRANTY. Non-Warranty repair work will be billed separately from this service fee.

COBAN will charge the CLIENT a \$ 95.00 service fee for any RMA units/components that are returned to COBAN as "non-operational" that are in fact operational (ie: CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems).

COBAN will obtain approval/direction for any billable service before repairs are initiated (ie. devices not covered, repairs not covered, etc)

### **COMPLIANCE**

FAILURE TO FOLLOW ANY OF THE ABOVE INSTRUCTIONS MAY RESULT IN DELAYS AND MAY CAUSE THE CLIENT TO INCUR ADDITIONAL CHARGES, OR MAY VOID WARRANTY.

IF DURING THE REPAIR OF THE PRODUCT, THE DATA STORED ON THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, COBAN IS NOT RESPONSIBLE WHATSOEVER TO RECOVER OR RESTORE SAID DATA. THE CLIENT'S PRODUCT WILL BE RETURNED TO THE CLIENT IN THE ORIGINAL MANUFACTURED CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

### **ITEMS NOT COVERED UNDER THIS WARRANTY**

This warranty does not cover periodically or consumed parts during the life of the product such as but not limited to batteries, cables and wires; loss or damages resulting from external causes such as damaged resulting from dropping of the PRODUCT, collision with any object, fire, flooding, sand, dirt, windstorm, hail, earthquake or damage from exposure to weather conditions, misuse, abuse, damage resulting from improper use of any electrical source, power surges, damage occurring during transport.

This warranty does not cover ancillary equipment not furnished by COBAN, which may be attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment. All such ancillary equipment is expressly excluded from this warranty.

All preventive maintenance recommended by COBAN to maintain the product in operating condition is the responsibility of the CLIENT; loss or damage resulting from failure to provide recommended maintenance is not covered under this contract.

- On-site service
- Triage, helpdesk phone support
- De-installation or re-installation of product(s) or software application(s)
- De-installation or re-installation of COBAN equipment performed by personnel who is not 'trained' by COBAN and/or by 'non-certified' 3<sup>rd</sup> Party installation shop.
- Warranty support or service for third party systems
- Troubleshooting of applications or application compatibility issues
- Data migration
- Vehicle related issues such as electrical
- Normal and customary wear and tear
- Damage due to connection to improper voltage supply
- PRODUCTS that has had the serial numbers removed or made illegible.

- Systems that are non-operational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening of the COBAN module, monitor or forced removal of the MHDD and/or components.
- A PRODUCT subjected to unauthorized PRODUCT modifications, disassemblies, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT.
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment.
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image.
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN.
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT.

By installing and using the COBAN HARDWARE and SOFTWARE, CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT. If CLIENT does not agree to the terms of this STATEMENT, the CLIENT should promptly contact COBAN for instruction on return of the entire PRODUCT and COBAN SOFTWARE for a refund.

## FUSION HD Manufacturer Limited Warranty

(Hardware Repair Service)

The following document details the COBAN Manufacturer Limited Warranty for the FUSION HD System. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured FUSION HD System ("PRODUCT"), against defects in material and workmanship under normal use and service for a period of one (1) year and, such warranties shall begin when the PRODUCT is delivered to the Original End User ("CLIENT"). This expressed Limited Warranty is extended by COBAN to the CLIENT purchasing the PRODUCT for purposes of governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the PRODUCT manufactured by COBAN and it does not warrant the installation, maintenance, support or service of the PRODUCT unless a separate written agreement is made between COBAN and CLIENT. Please refer to DVMS / Command Center Maintenance Support Service Option for technical support and software support details.

### WARRANTY COVERAGE

The warranty applies within all fifty (50) states of the United States of America. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damaged, altered or removed from the product. COBAN, at their discretion, will at no charge, repair the PRODUCT (with new or reconditioned parts), or replace it with the same or equivalent PRODUCT (using new or reconditioned products), during the warranty period, provided that the CLIENT notifies COBAN according to the terms of this warranty. The repaired or replaced PRODUCT is warranted for the remaining original applicable warranty period. All returned parts of the PRODUCT shall become the property of COBAN.

#### Items covered under this warranty:

- FUSION Control Module is covered for twelve (12) months under this warranty
- FUSION Removable Pen Drive is covered for twelve (12) months under this warranty
- FUSION System Cables are covered for twelve (12) months under this warranty
- FUSION Wireless Microphone ("Mic.") Transmitter is covered for twelve (12) months under this warranty
- FUSION Wireless Mic. Receiver is covered for twelve (12) months under this warranty
- FUSION System Wires are covered for twelve (12) months under this warranty
- Wireless Mic. Transmitter Pouch is covered for twelve (12) months under this warranty
- Wireless Mic. Transmitter Battery is covered for twelve (12) months under this warranty
- Wireless Mic. Transmitter Antenna is covered for twelve (12) months under this warranty
- Wireless Mic. Receiver Antennas are covered for twelve (12) months under this warranty
- Optional Peripheral Devices are covered for twelve (12) months under this warranty

### COBAN 3<sup>rd</sup> Party Warranty and Support

- Support and service on the Dell Servers and Storage is provided by Dell Computer.  
Dell Tech Support: **800-999-3355 ext 7255010** or via Website <http://support.dell.com>

### GENERAL WARRANTY PROVISIONS

This warranty sets forth the extent of COBAN's responsibilities regarding the PRODUCT. Repair and replacement of the purchase price, at COBAN's option, is an exclusive remedy.

THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COBAN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COBAN BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCES, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THAT MAY BE DISCLAIMED BY LAW.

### FORCE MAJEURE

COBAN shall not be liable for delays or failure to perform with respect to this agreement due to force majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

## **CLIENT'S RESPONSIBILITIES**

It is the CLIENT's responsibility to back up the contents of all hard drives, including any data that may be stored or software that may have been installed on the hard drive. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service and as such COBAN will not be held liable for any damages to or loss of any program, data or other information stored on any media or any part of any PRODUCT serviced hereunder. It is HIGHLY recommended that the CLIENT create a valid disk "image" after final installation is completed. This image will need to be updated as changes are made to the units and kept safe by the CLIENT for data recovery purposes. COBAN assumes no liability or responsibility in developing a disaster recovery policy for the CLIENT. The CLIENT will perform any and ALL data reconstruction, unless specifically stated in the initial contract between COBAN and the CLIENT.

## **CLIENT'S REPRESENTATIVE**

At all times during the term of this warranty, at least one (1) employee of the CLIENT shall be designated to act as a Representative. The Representative shall be responsible to react to all equipment problems, attempt troubleshooting to isolate the malfunction area, notify COBAN of the need for service and cooperate with COBAN to diagnose the problem over the telephone.

**All initial RMA Requests MUST be called into COBAN's Tech Support line (281-925-0488 option 3) or entered via COBAN Customer Support Web Portal (<http://customer.COBANTECH.com>).**

Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested.

## **RMA AND SHIPPING**

Once COBAN determines that all or part of the PRODUCT requires return for repair or replacement, a Return Merchandise Authorization Number (RMA NUMBER) will be issued. We recommend the CLIENT insure or get a tracking number for the return package as COBAN is not responsible for lost, stolen or damaged packages. Please prominently display the RMA number on the outside of the shipping box and ship labels of each box.

## **NON-WARRANTY SERVICES**

**Each warranty request pertaining to any item not covered under the FUSION Manufacturer Limited Warranty shall be invoiced to the CLIENT at the agreed upon time and materials rate. Currently, COBAN charges \$ 125.00 per hour on non-warranty phone support and \$ 95.00 per hour on non-warranty repair. COBAN Support Engineers are not authorized to service any third party hardware, software or vehicle issues.**

COBAN will charge the CLIENT a \$ 95.00 service fee for any RMA units/components that are returned to COBAN as "non-warranty" items. Non Warranty items are defined under section titled ITEMS NOT COVERED UNDER THIS WARRANTY. Non-Warranty repair work will be billed separately from this service fee.

COBAN will charge the CLIENT a \$ 95.00 service fee for any RMA units/components that are returned to COBAN as "non-operational" that are in fact operational (ie: CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems).

COBAN will obtain approval/direction for any billable service before repairs are initiated (ie. devices not covered, repairs not covered, etc)

## **COMPLIANCE**

FAILURE TO FOLLOW ANY OF THE ABOVE INSTRUCTIONS MAY RESULT IN DELAYS AND MAY CAUSE THE CLIENT TO INCUR ADDITIONAL CHARGES, OR MAY VOID WARRANTY.

IF DURING THE REPAIR OF THE PRODUCT, THE DATA STORED ON THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, COBAN IS NOT RESPONSIBLE WHATSOEVER TO RECOVER OR RESTORE SAID DATA. THE CLIENT'S PRODUCT WILL BE RETURNED TO THE CLIENT IN THE ORIGINAL MANUFACTURED CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

## **ITEMS NOT COVERED UNDER THIS WARRANTY**

This warranty does not cover periodically or consumed parts during the life of the product such as but not limited to batteries, cables and wires; loss or damages resulting from external causes such as damaged resulting from dropping

of the PRODUCT, collision with any object, fire, flooding, sand, dirt, windstorm, hail, earthquake or damage from exposure to weather conditions, misuse, abuse, damage resulting from improper use of any electrical source, power surges, damage occurring during transport.

This warranty does not cover ancillary equipment not furnished by COBAN, which may be attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment. All such ancillary equipment is expressly excluded from this warranty.

All preventive maintenance recommended by COBAN to maintain the product in operating condition is the responsibility of the CLIENT; loss or damage resulting from failure to provide recommended maintenance is not covered under this contract.

- On-site service
- Triage, helpdesk phone support
- De-installation or re-installation of product(s) or software application(s)
- De-installation or re-installation of COBAN equipment performed by personnel who is not 'trained' by COBAN and/or by 'non-certified' 3<sup>rd</sup> Party installation shop.
- Warranty support or service for third party systems
- Troubleshooting of applications or application compatibility issues
- Data migration
- Vehicle related issues such as electrical
- Normal and customary wear and tear
- Damage due to connection to improper voltage supply
- PRODUCTS that have had the serial numbers removed or made illegible
- Systems that are non operational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening of the COBAN module, monitor or forced removal of the MHDD and/or components
- A PRODUCT subjected to unauthorized PRODUCT modifications, disassemblies, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT
- By installing and using the COBAN HARDWARE and SOFTWARE, the CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT. If the CLIENT does not agree to the terms of this STATEMENT, the CLIENT should promptly contact COBAN for instruction on return of the entire PRODUCT and COBAN SOFTWARE for a refund. A 15% restocking charge will be applied.

#### **RAPID EXCHANGE OPTION Terms and Conditions – FUSION HD**

The COBAN Rapid Exchange Program is an value added protection designed to minimize downtime in the event that a FUSION system needs to be repaired by COBAN service technicians. COBAN will mail qualifying agencies a replacement system, eliminating the wait time for the repair to be completed on a defective unit. The services provided by this optional plan defer to the terms of the original FUSION HD Manufacturer Limited Warranty, and only warranty-covered defects will qualify for rapid exchange.

#### **SERVICE**

It is the responsibility of the client representative to initiate the Rapid Exchange process by completing the online Return Merchandise Authorization (RMA) form (<http://customer.COBANTECH.com>). If the FUSION system is deemed eligible for Rapid Exchange by COBAN service technicians, a new or refurbished replacement system will be issued to the client the same day the request is processed. The client will keep the replacement, and COBAN will keep the

defective module. If the defect meets the manufacturer's warranty criteria, there will be no charge to the client for the exchange.

It is the client's responsibility to back up the contents of all hard drives. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service and as such COBAN will not be held liable for any damages to or loss of data or other information stored on any media or any part of any product returned to COBAN.

### **CROSS SHIPPING**

Upon reviewing the RMA, COBAN service technicians will make a preliminary determination on the eligibility of the system for rapid exchange. If the system is approved, COBAN will electronically send a UPS mailing label and copy of the RMA form to the client, and immediately issue a replacement system to be shipped overnight via UPS. RMA request must be submitted by 2 p.m. Central to be processed on the same day.

The client is responsible for returning the defective unit to COBAN within ten (10) days of the replacement unit being shipped. Failure to return the system in accordance with the Rapid Exchange terms will result in the client being charged the full list price for the replacement unit.

### **CHARGES**

Systems qualifying for rapid exchange must qualify for repair under the FUSION HD Manufacturer Limited Warranty. RMA approval does not guarantee that additional charges will not be accrued should COBAN Technical Support, upon receipt of the defective system, discover damage not covered under warranty. All information provided in the RMA must be as complete as possible to accurately determine the system's eligibility (See Non-Warranty Services, FUSION HD Manufacturer Limited Warranty). Once the system has been diagnosed by COBAN service technicians, the client will be notified of any non-warranty issues that will result in additional charges. If no such damage is found, the client's credit card will not be charged.



# **ECHO Manufacturer Limited Warranty**

(Hardware Repair Service)

The following document details the COBAN Manufacturer Limited Warranty for the ECHO System. COBAN Technologies, Inc. ("COBAN") warrants the COBAN Manufactured ECHO System ("PRODUCT"), against defects in material and workmanship under normal use and service for a period of one (1) year and, such warranties shall begin when the PRODUCT is delivered to the Original End User ("CLIENT"). This expressed Limited Warranty is extended by COBAN to the CLIENT purchasing the PRODUCT for purposes of governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the PRODUCT manufactured by COBAN and it does not warrant the installation, maintenance, support or service of the PRODUCT unless a separate written agreement is made between COBAN and CLIENT. Please refer to DVMS Maintenance Support Service Option for technical support and software support details.

## **WARRANTY COVERAGE**

The warranty applies within all fifty (50) states of the United States of America. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damaged, altered or removed from the product. COBAN, at their discretion, will at no charge, repair the PRODUCT (with new or reconditioned parts), or replace it with the same or equivalent PRODUCT (using new or reconditioned products), during the warranty period, provided that the CLIENT notifies COBAN according to the terms of this warranty. The repaired or replaced PRODUCT is warranted for the remaining original applicable warranty period. All returned parts of the PRODUCT shall become the property of COBAN.

### Items covered under this warranty:

- ECHO Body Camera Module is covered for twelve (12) months under this warranty
- ECHO AC Wall Charger is covered for twelve (12) months under this warranty
- ECHO USB Cable is covered for twelve (12) months under this warranty
- ECHO Clip is covered for twelve (12) months under this warranty
- ECHO POV Camera is covered for twelve (12) months under this warranty
- ECHO Clip Camera is covered for twelve (12) months under this warranty

## **GENERAL WARRANTY PROVISIONS**

This warranty sets forth the extent of COBAN's responsibilities regarding the PRODUCT. Repair and replacement of the purchase price, at COBAN's option, is an exclusive remedy.

THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COBAN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COBAN BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCES, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THAT MAY BE DISCLAIMED BY LAW.

## **FORCE MAJEURE**

COBAN shall not be liable for delays or failure to perform with respect to this agreement due to force majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

## **CLIENT'S RESPONSIBILITIES**

The CLIENT is responsible for maintaining its own "Disaster Recovery" policies and procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by the CLIENT and for actually reconstructing any lost or altered files, data or programs. COBAN assumes no responsibility for the protection of The CLIENT data. COBAN is not liable for damage to software or data caused

by service to the computer hardware equipment, except to the extent that such damage is caused directly or indirectly by COBAN. Any service / warranty work required on the workstation, server or other devices provide by the CLIENT in conjunction with the DICVS will be performed by the manufacturer's representative from whom they purchased the devices from.

### **CLIENT'S REPRESENTATIVE**

At all times during the term of this warranty, at least one (1) employee of the CLIENT shall be designated to act as a Representative. The Representative shall be responsible to react to all equipment problems, attempt troubleshooting to isolate the malfunction area, notify COBAN of the need for service and cooperate with COBAN to diagnose the problem over the telephone.

**All initial RMA Requests MUST be called into COBAN's Tech Support line (281-925-0488 option 2) or entered via COBAN Customer Support Web Portal (<http://customer.COBANTECH.com>).**

Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested.

### **RMA AND SHIPPING**

Once COBAN determines that all or part of the PRODUCT requires return for repair or replacement, a Return Merchandise Authorization Number (RMA NUMBER) will be issued. We recommend the CLIENT insure or get a tracking number for the return package as COBAN is not responsible for lost, stolen or damaged packages. Please prominently display the RMA number on the outside of the shipping box and ship labels of each box.

During the first ninety (90) days of deployment, COBAN will cover the cost of any RMA shipment to and from COBAN's maintenance facility. After the ninety (90) days, the CLIENT will be responsible for shipping charges and to insure the product arrives at COBAN intact. COBAN will pay for return shipping, via Ground shipping services to return the repaired/serviced modules back to the CLIENT. Any expedited shipping requests will be the responsibility of and paid for by the CLIENT. Repair times for defective modules are objectives, not guarantees.

### **ADVANCE PLACEMENT / CROSS SHIP**

If advance replacement / cross ship is required and the CLIENT wishes to receive the most expedient service available, the CLIENT will be required to provide COBAN with a credit card authorization to bill the CLIENT's credit card in the event that the CLIENT fails to return the original parts. The credit card will only be charged for COBAN's list price for the part if the part has not been returned within ten (10) days.

Type of Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

### **OTHER INFORMATION**

#### Unit Replacement

Once a replacement component has been received, the CLIENT must relinquish the defective unit to COBAN. If the defective unit is not returned within ten (10) days, the CLIENT agrees to pay COBAN the cost for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Service Description Agreement and may result in other legal actions, including but not limited to suspending shipment of subsequent units and or replacement components.

#### Parts Ownership

All service parts removed from the CLIENT's Supported System become the property of COBAN. The CLIENT will be obligated to pay at the current retail price(s) for any service parts removed from the CLIENT's Supported System and retained by the CLIENT. COBAN will use new and reconditioned parts made by various manufacturers in performing warranty repairs.

### **NON-WARRANTY SERVICES**

**Each warranty request pertaining to any item not covered under the ECHO Manufacturer Limited Warranty shall be invoiced to the CLIENT at the agreed upon time and materials rate. Currently, COBAN charges \$ 125.00 per hour on non-warranty phone support and \$ 95.00 per hour on non-warranty repair. COBAN Support Engineers are not authorized to service any third party hardware, software or vehicle issues.**

COBAN will charge the CLIENT a \$ 95.00 service fee for any RMA units/components that are returned to COBAN as “non-warranty” items. Non Warranty items are defined under section titled ITEMS NOT COVERED UNDER THIS WARRANTY. Non-Warranty repair work will be billed separately from this service fee.

COBAN will charge the CLIENT a \$ 95.00 service fee for any RMA units/components that are returned to COBAN as “non-operational” that are in fact operational (ie: CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems).

COBAN will obtain approval/direction for any billable service before repairs are initiated (ie. devices not covered, repairs not covered, etc)

## **COMPLIANCE**

FAILURE TO FOLLOW ANY OF THE ABOVE INSTRUCTIONS MAY RESULT IN DELAYS AND MAY CAUSE THE CLIENT TO INCUR ADDITIONAL CHARGES, OR MAY VOID WARRANTY.

IF DURING THE REPAIR OF THE PRODUCT, THE DATA STORED ON THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, COBAN IS NOT RESPONSIBLE WHATSOEVER TO RECOVER OR RESTORE SAID DATA. THE CLIENT’S PRODUCT WILL BE RETURNED TO THE CLIENT IN THE ORIGINAL MANUFACTURED CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

## **ITEMS NOT COVERED UNDER THIS WARRANTY**

This warranty does not cover periodically or consumed parts during the life of the product such as but not limited to batteries, cables and wires; loss or damages resulting from external causes such as damaged resulting from dropping of the PRODUCT, collision with any object, fire, flooding, sand, dirt, windstorm, hail, earthquake or damage from exposure to weather conditions, misuse, abuse, damage resulting from improper use of any electrical source, power surges, damage occurring during transport.

This warranty does not cover ancillary equipment not furnished by COBAN, which may be attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment. All such ancillary equipment is expressly excluded from this warranty.

All preventive maintenance recommended by COBAN to maintain the product in operating condition is the responsibility of the CLIENT; loss or damage resulting from failure to provide recommended maintenance is not covered under this contract.

- On-site service
- Triage, helpdesk phone support
- Warranty support or service for third party systems
- Data migration
- Normal and customary wear and tear
- Damage due to connection to improper voltage supply
- PRODUCTS that have had the serial numbers removed or made illegible
- Systems that are non operational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening, modifications, disassemblies, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN

- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT

By installing and using the COBAN HARDWARE and SOFTWARE, the CLIENT agrees to be bound by the terms of this WARRANTY STATEMENT.

## **DVMS / Command Center Maintenance Support Services**

(Phone Support and Software Support)

The following document details the COBAN DVMS / Command Center Maintenance Support Service ("SERVICE") for the EDGE, EDGE HI-DEF, TITAN M7, IP INTERVEIW ROOM SOLUTION, and DVMS / Command Center application ("PRODUCT"). COBAN Technologies, Inc. ("COBAN") offers Help Desk support and Software Maintenance to the Original End User ("CLIENT") that subscribe to this SERVICE.

### **SOFTWARE MAINTENANCE**

As part of this SERVICE, Coban will provide software updates, service packs and /or firmware updates to the PRODUCT. Software releases that contain a chargeable new feature will not be included under this SERVICE. These features may be purchased from Coban direct. There is a target of one major releases per 12 month period (combination of software updates, service pack and/or firmware), plus as-needed patches and service packs. Service pack or firmware updates may be made available via the Coban website as a Customer downloadable and installable update. Failure to provide at least one major software update shall have no effect on the other provision of the SERVICE.

### **PATCHES AND UPDATES**

As an industry standard best practice it is recommended, prior to applying "regular" patches / upgrades from Microsoft to the COBAN DVMS / Command Center production servers, the CLIENT shall test the patches and upgrades on a test server to ensure the integrity of the COBAN DVMS / Command Center application is not compromised, and that patches and upgrades are compatible with the CLIENT's environment and software variables. COBAN tests all such patches and upgrades internally to ensure the DVMS / Command Center application is supported by Microsoft Server on an ongoing bases.

### **HELPDESK SUPPORT**

Maintenance Support Requests MUST be called into COBAN's Technical Support line (281-925-0488 opt.3) or entered via COBAN Customer Support Web Portal <http://customer.cobantech.com> (Note: the CLIENT must be a registered user to access this area.)

Maintenance Support is intended for use during business hours Monday through Friday from 8:00 AM to 6:00 PM Central Standard Time. Calls received outside of normal business hours will receive a call-back during normal business hours. Calls should be made from a location where the CLIENT's representative can physically access PRODUCT if needed during phone based troubleshooting.

CLIENT must notify COBAN within the applicable maintenance support period to obtain SERVICE. Proof of a bill of sale or purchase order (which is evidence that the PRODUCT is within the warranty period) must be presented to obtain warranty service if requested. Prior to contacting COBAN the CLIENT should have the following information on hand:

- Supported system's invoice number
- Model type
- All associated serial numbers
- Vehicles number or VIN
- Description of the problem (as well as any error messages that may be received) and any troubleshooting steps that the CLIENT has already taken.
- It is strongly recommended that the CLIENT not remove any components from the vehicle prior to contacting COBAN Support Engineers for troubleshoot.

Once the support request is accepted by the COBAN Help Desk, a Technical Support Ticket Number will be issued to the CLIENT's representative for reference and tracking purposes. CLIENT's representative will be asked to provide this ticket number to the COBAN Support Engineer in any and all communications regarding to this support request. Do not re-submit a support request if a support ticket number has already been assigned for the issue.

When requested, the CLIENT's representative will inform the COBAN Support Engineer when and what context and text of any error messages the CLIENT receives; what the CLIENT was doing when the error occurred; and what steps the CLIENT's representative may have already taken to resolve the problem. The COBAN Support Engineer will go through a series of standardized troubleshooting steps over the phone with the CLIENT's representative to help diagnose the issue. Following completion of remote troubleshooting and problem determination the COBAN Support Engineer will determine if the issue requires a RMA or if the issue can be resolved remotely over the phone.

CLIENT's representative or an authorized installation Support Engineer shall be available to assist in troubleshooting the unit by phone if needed. COBAN will contact the CLIENT's representative with this request and schedule a time to troubleshoot the unit if the appropriate personnel are not available at an appropriate time. Upon completion of troubleshooting, if the issue is not resolved, COBAN's Technical Support Department will assess the situation and determine the next course of action. Solutions to these un-resolved issues may range from issuing a Return Merchandise Authorization Number (RMA NUMBER) to having the fleet Support Engineer perform onsite repair to correct the problem. The CLIENT's representative will supply a login and connection profile for access to the CLIENT network via VPN if needed. Access will be restricted to only the server and workstation. Remote control for the server and workstation will be granted to the COBAN Support Engineer via their choice of remote access software (Terminal Services, VNC, PC Anywhere, etc).

## **TROUBLESHOOTING**

**Level 1** - The level one Help Desk is prepared to answer the most commonly asked questions, or provide resolutions that often belong in the frequently asked question or knowledge base. A Technical Support Ticket Number will be generated at the time of the initial notification of the issue (whether via phone or COBAN Customer Support Website). During the initial problem discovery and diagnostics, COBAN Support Engineers will request the CLIENT's representative to perform rudimentary troubleshooting steps. Once the issue is solved the ticket will be closed. If the issue cannot be resolved with initial call, the COBAN Support Engineer will escalate the issue to a level 2 Help Desk for further research/troubleshooting.

**Level 2** - The level two Help Desk will require servicing/repairing on the components (i.e. camera, CPU, power supply, etc.) If service or repair is required, a COBAN Support Engineer will issue a RMA Number and instruct the CLIENT's representative to return the defective components to COBAN. Prior to issuing an RMA Number for the component, the COBAN Support Engineer may request that the in-car unit be "re-imaged" by the CLIENT's representative to see if this resolves the matter. If a re-image process and components replacement does not resolve the issue, the problem will be escalated to a Level 3 Help Desk. Cross ship or unit replacement will be issued at COBAN's discretion.

**Level 3** - Level three issues are typically classified as "Total System Failures" meaning the system is not operational or useable by the CLIENT. If this is the case, and the serviced or repaired components did not resolve the issue, a complete system replacement will be sent (if that is determined to be the only solution.) Additional troubleshooting and diagnostics will be attempted prior to issuing an RMA for a complete system replacement or the vehicle may need to be sent to the authorized service center for diagnostics test. Initial response time after COBAN escalates a problem to this level is four (4) to eight (8) business hours. Resolution times will vary depending on the nature of the problem.

## **Coban 3<sup>rd</sup> Party Warranty and Support**

- Support and service on the Rimage Auto DVD Burner is provided by QUMU Product  
Rimage Support: **1-800-553-8312 ext. 2** or via Website <https://rimagesupport.qumu.com/hc/en-us/requests/new>
- Support and service on VieVu LE2 and LE3 is provided by VieVu  
Dell Tech Support: **1-800-999-3355 ext. 7255010** or via Website <http://support.dell.com>
- Support and service on the IBM Server, Storage, Tape Library and Tivoli Storage Manager Software is provided by IBM. IBM Support: **1800-426-7378** or via Website <http://www.ibm.com/support/us/en/>

## **CLIENT'S REPRESENTATIVE**

At all times during the term of this SERVICE, at least one (1) employee of the CLIENT shall be designated to act as Representative. Representative shall be responsible to react to all equipment problems, attempt troubleshoot to isolate the malfunction area, apply patches and updates that are supplied by Coban, notify Coban of the need for support and cooperate with Coban to diagnose the problem over the telephone.

## **CLIENTS RESPONSIBILITY**

It is the CLIENT's responsibility to backup the contents of all hard drives, including any data that may be stored or software that may have been installed on the hard drive. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service and as such COBAN will not be held liable for any damage to or loss of any program, data or other information stored on any media or any part of any PRODUCT serviced hereunder. It is HIGHLY recommended that the CLIENT create a valid disk "image" after final installation is completed. This image will need to be updated as changes are made to the units and kept safe by the CLIENT for data recovery purposes. COBAN assumes no liability or responsibility in developing a disaster recovery policy for the CLIENT. The CLIENT will perform any and ALL data reconstruction, unless specifically stated in the initial contract between COBAN and the CLIENT. COBAN shall not be liable for delays or failure to perform with respect to this agreement due to Force Majeure including (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to

obtain necessary labor, materials, or manufacturing facilities, or delays caused by COBANs due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

CLIENT will respond to request for information including but not limited to the PRODUCT serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the PRODCUT, any error messages displayed actions taken before the PRODUCT experienced the issue and steps take to resolve the issue.

#### **ITEMS NOT COVERED UNDER THIS MAINTENANCE SUPPORT SERVICE**

Each support request, repair or troubleshooting pertaining to any item not covered under this SERVICE shall be invoiced to the CLIENT at the agreed upon Time and Materials rate. Currently, COBAN charges \$125.00 per hour on non-warranty phone support and \$ 95.00 per hour on none warranty repair. COBAN Support Engineers are not authorized to service any third party hardware, software or vehicle issues.

- On-site service
- Install or apply patches
- Warranty support or service for third party hardware or application
- Operating system or driver updates
- Re-mastering of the Fusion, EDGE or TITAN images
- Data migration
- PRODUCTS that has had the serial numbers removed or made illegible
- Systems that are nonoperational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to dirt, debris, water damage or liquid of any type)
- A PRODUCT subjected to unauthorized entry or opening of the COBAN module, monitor or forced removal of the MHDD and/or components
- A PRODUCT subjected to unauthorized PRODUCT modifications, disassembly, or repairs (including, without limitation, the addition to the PRODUCT of non-COBAN supplied equipment) that adversely affect performance of the PRODUCT
- Or defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment
- A PRODUCT affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image
- A PRODUCT, which, due to illegal or unauthorized alteration of the software / firmware in the PRODUCT, does not function in accordance with COBAN, published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially distributed from COBAN
- Scratches or other cosmetic damages to the PRODUCT's surfaces that do not affect the operation of the PRODUCT

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