



Date: 2026-03-17  
 Proposal #: Q-86420  
 Expiry Date: 2026-05-16  
 End User:

**PREPARED FOR:**

Daryn Morris  
 Transportation Director

(859) 422-0283  
 daryn.morris@fayette.kyschools.us

**PREPARED BY:**

Michael Falola

**SOLD TO DETAILS**

Fayette County SD 165  
 780 Miles Point Way Bus Garage  
 Lexington, Kentucky 40510  
 United States

**BILLING DETAILS**

Fayette County SD 165  
 780 Miles Point Way Bus Garage  
 Lexington, KY 40510 US

**SHIPPING DETAILS**

Fayette County SD 165  
 780 Miles Point Way Lexington,  
 KY 40510 US

Corporate Office: 1.877.630.7366  
 Unit 111, 3B Burbidge Street  
 Coquitlam, BC V3K 7B2  
 michael.falola@safefleet.net

VMAX & LIVE GPS 12 MONTHS  
 RENEWAL

Included with renewals:• Includes/Covers Services & Support Phone Calls• Includes/  
 Covers continued Support Webinars• Includes/Covers refresher training for existing or  
 new School Transportation Employees• Includes/Covers current product enhancements  
 and future product developments

| QTY   | PRODUCT     | DESCRIPTION  | UNIT PRICE    | TOTAL PRICE          |
|---|-------------|--|---------------|----------------------|
| 303   | VLP-REY1    | VLP-LMU Service Renewal Data TEAL,1GB/YR-1Yr'<br>AUGUST 1 2026 - JULY 31 2027                      | USD<br>131.58 | USD 39,868.74        |
| 152   | VMC5V-RY1   | vMax Commander Renewal, Per Vehicle, 1 Year- Renewal Fees<br>Apply<br>AUGUST 1 2026 - JULY 31 2027 | USD 76.50     | USD 11,628.00        |
| 1   | TARIFF-LY-L | FEE, Tariff Levy, L  | USD 0.00      | USD 0.00             |
| <b>VMAX &amp; LIVE GPS 12 MONTHS RENEWAL Total:</b> |             |  |               | <b>USD 51,496.74</b> |

|               |                      |
|---------------|----------------------|
| <b>Total:</b> | <b>USD 51,496.74</b> |
|---------------|----------------------|



### Seon Additional Comments & Terms:

#### Seon cloud-based services, metadata retention duration: Transit systems

Metadata for Seon's vMax Commander and vMax Live Plus cloud-based services (standard service), is maintained for 12 months and then permanently deleted from the Seon cloud servers.

Metadata refers to all records created, input, or collected through the cloud-based service and stored on our cloud servers, excluding Media Files as described below:

#### Metadata includes

- Data created, input, logged or collected through the cloud-based service related to the fleet, vehicle location, or vehicle speed, and operational data related to alarms.
- Equipment health check information

#### Metadata does NOT include

- User names and passwords
- Media Files – **any audio, video, or photo data that is** created, input, or collected through use of the Software service
- Any fleet set-up data entered by users such as bus IDs, route IDs, driver IDs, vehicle types

Temporary Tariff: Due to the increasing magnitude and volatility of the tariff situation, we are not able to absorb this event alone. Given these factors, Safe Fleet(Video)/Seon will be implementing a market condition-dependent Tariff surcharge of 5.75%, effective on all new purchase orders placed on

November 1st, 2025

and thereafter.

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Michael Falola

1.877.630.7366 | michael.falola@safefleet.net



All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at [safefleet.net/v-and-t-general-terms](https://safefleet.net/v-and-t-general-terms) (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

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

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

PO# \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_

*Mat*  
*4/26/26*  
*SD*