



THANK YOU FROM REAL TIME NETWORKS - REVISED

Teodora:

Thank you for the opportunity to provide this proposal for your key and asset control project. I have provided revised key cabinet with TAX 7.5% with two cabinets - 24 key tags per key cabinet and a 48 key tag cabinet.

I have provided a project quote of the specification and design that we outlined on the webinar with you and your team.

I have broken out each line item with cabinet diagrams, project quote cost, software license overview, and WHY RTN is the best solution for your project.

I welcome your feedback after you have reviewed, and we can review in detail on the webinar tomorrow.

Please let me know and I will send an invite for the call. I appreciate the opportunity to earn this project!

Gary Thornberg
Business Development Manager

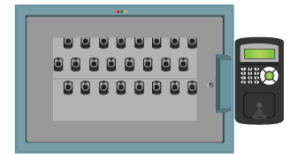
Quotation

Attn: Teodora Toshich
Lake County -LCDSS

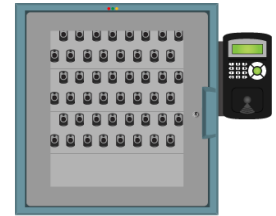
March 15, 2023

Quotation Prepared By: Gary Thornberg - BDM

Part #	Qty.	Description	Unit Price	Ext. Price
		Key Tracer: 24 Key System		\$17,670.00
	1	KTA-2 Module Cabinet with Lexan Door		
	1	KTA 8 Single Key Module V2		
	1	KTA 16 Single Key Module V2		
	1	KTA+ Terminal		
	1	KTA terminal bracket		
	1	KTA Power Supply 15V 3.4A 85 ~ 132 VAC, 176 ~ 264 VAC Input		
	1	KTA De-Sealing tool		
	1	KTA Card Reader Module, Card Verification and Programming		
	1	Key Tracer Software V4.x basic Per Terminal License code with 1 Admin User Licence		
	1	Key Tracer Module: Fleet Management Module - First Terminal		
	1	Key Tracer Module: KRV Key Reservation Module - First Terminal		
	1	Key Tracer Module: KTR Keytag Time Restriction - First Terminal		
		Key Tracer: 48 Key System		\$21,398.75
	1	KTA-8 Module Cabinet with Lexan Door		
	1	KTA Blank Panel		
	3	KTA 16 Single Key Module V2		
	1	KTA+ Terminal		
	1	KTA terminal bracket		
	1	KTA Power Supply 15V 3.4A 85 ~ 132 VAC, 176 ~ 264 VAC Input		
	1	KTA De-Sealing tool		
	1	KTA Card Reader Module, Card Verification and Programming		
	1	Key Tracer Software V4.x Required for Every Additional Terminal		
	1	Key Tracer Module: Fleet Management Module - Each Additional Terminal		
	1	Key Tracer Module: KRV Key Reservation Module - Each Additional Terminal		
	1	Key Tracer Module: KTR Keytag Time Restriction - Each Additional Terminal		
		Integrations and Shipping		\$2,990.00
	1	RTN Connect Integration Annual Fee for Key Tracer - LDAP		
	1	Shipping and Handling, excluding all duties, fees, import taxes and other charges		\$750.00
	1	Sub Total		\$42,808.75
	1	Sales Tax 7.5%		\$3,103.63
		Additional Fees		
	1	Remote Technical Services, Installation and Training		\$1,000.00
TOTAL QUOTE				\$46,912.40



Cabinet Dimensions:
24.8" Wide x 17" High x 8.3" Deep



Cabinet Dimensions:
24.8" Wide x 26.2" High x 8.3" Deep

All prices in US Dollars
Quote is valid for 30 days ONLY.
Payment Terms: 50% deposit, 50% upon delivery
Based on General Conditions of Sales of Real Time Networks Inc
1 Year Limited Hardware and Software Warranty

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Terms and Conditions

1. **Entire Agreement.** These terms and conditions, Real Time Networks Inc.'s ("Real Time") quotation, invoice, or proposal (if applicable), constitute a final, complete and exclusive agreement of the parties ("Agreement"). Terms in Real Time's quotation or proposal (if applicable) shall control to the extent that those terms explicitly amend the terms hereof. No prior dealings, subsequent Customer documents not explicitly agreed to in writing, or course or usage of trade shall supplement or explain any terms herein unless consented to by Real Time in writing.
2. **Applicability of Terms and Conditions.** Real Time's performance pursuant to this Agreement entered into by the parties shall incorporate by reference these terms and conditions. By placing its order, the Customer hereby agrees to the terms of this Agreement in their entirety and agrees that any additional, different, or inconsistent terms and conditions provided by the Customer in its order form, or any other document shall not be applicable to this Agreement. Real Time may refuse to provide any goods and services under this Agreement without liability if Customer's credit approval (if applicable) is denied.
3. **Delivery.** Subject to unanticipated delays, Real Time shall deliver the goods that are the subject of this Agreement ("Goods") to the Customer on or before the delivery time set out in the Agreement ("Delivery Time") and in accordance with the delivery term specified therein. If no delivery term or timeline is specified, the delivery term will be Ex Works (EXW), as such term is defined in Incoterms in force on the effective date of the Agreement and the delivery of the Goods shall comply with all Real Time policies for shipping of orders. All products returned to Real Time due to refusal of acceptance by the Customer, without Real Time's consent, will be subject to minimum of 25% restocking charge and Customer must pay return freight to Real Time. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.
4. **Price and Payment.** Real Time reserves the right in response to significant exchange CAD/USD rate fluctuations, without notice and in its sole discretion, to adjust any prices provided in a quotation, proposal, or otherwise to the Customer prior to final acceptance by Real Time of an order. Except as otherwise agreed to by Real Time in writing, prices will be firm as of the date of order acceptance paid in Canadian dollars or US dollars. Real Time reserves the right, in its sole discretion, to require payment in full by the Customer at any time prior to delivery. Overdue payments shall bear interest at a rate of the lesser of 18% per annum or the highest rate permitted by law.
5. **Restocking Terms:** Returning of stock items only: All claims must be made within ten (10) days of receipts of goods. Customer must inspect receipt at time of delivery to ensure all Goods are in good condition and the order is complete. Evidence of any damages or discrepancies must be provided to Real Time in writing within 24 hours of receipt. Real Time does not bear any responsibility for the any issues, damage or shortages not reported to Real Time. Real Time must authorize all returns. All authorized returns will be subject to a minimum of 25% restocking charge and Customer must pay return freight to Real Time. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.
6. **Taxes.** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each a "Tax") now or hereafter imposed by any federal, provincial, state, or local government or taxing authority upon the goods or services which are subject matter of this Agreement (except income taxes payable by Real Time) whether the same are payable by, or billed or assessed to Real Time or the Customer, together with any penalties or interest levied or charged in connection therewith.
7. **Force Majeure.** Real Time shall not be liable for any loss or damage arising from Real Time's failure to perform any obligation or delay resulting from any cause beyond the reasonable control of Real Time or from any act of God, act of war whether declared or undeclared, act of civil or military authority, act of any governmental authority, acts or omissions of the Customer or contractors or subcontractors, civil disturbance, insurrection or riot, sabotage, fire, pandemics, inclement weather conditions, earthquake, flood, strike, work stoppage or other labour difficulty, embargo, fuel or energy shortage, equipment breakdown, delay or accident in shipping or transportation, failure or delay in obtaining necessary manufacturing facilities, labour or materials from its usual sources, or unforeseen circumstances or contingencies.
8. **Warranty.** The terms of the applicable manufacturer's warranty for the Goods (collectively, the "Warranty") shall apply. Unless stated otherwise in the Warranty, all timelines for the Warranty shall start on Real Time's invoice date. OTHER THAN THE WARRANTY, NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, GUARANTEES OR SIMILAR OBLIGATIONS, WHETHER EXPRESS OR IMPLIED BY FACT, BY LAW, INCLUDING ANY STATUTE OR REGULATION, BY CUSTOM OR TRADE USAGE, OR BY ANY COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR FITNESS FOR A PARTICULAR PURPOSE, ARE APPLICABLE AND ALL OF THE FOREGOING ARE EXPRESSLY DISCLAIMED. OTHER THAN THE WARRANTY, REAL TIME MAKES NO WARRANTY THAT THE GOODS WILL BE SECURE OR ERROR-FREE OR WILL MEET CUSTOMER'S REQUIREMENTS. The Warranty is in the nature of liquidated damages and in substitution for any damages to which the Customer might otherwise be entitled at law or in equity and, in particular, Customer hereby agrees that in lieu of an action arising out of contract or tort, Customer will rely upon the provisions of the Warranty as its sole remedy for any defect or deficiency in the Goods. In respect only of claims made under the Warranty, if there is a conflict or inconsistency between the terms of the Warranty and any other term of this Agreement, including, without limitation, any term of these Terms and Conditions, the terms of the Warranty shall govern.
9. **Limits of Liability.** REAL TIME SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ALTERNATIVE TORT REMEDIES OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE TO ASSOCIATED EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF PRODUCTION, LOSS OF USE OF CUSTOMER'S PROPERTY, PLANT, EQUIPMENT OR SYSTEM DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CUSTOMERS. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND REAL TIME'S TOTAL AGGREGATE LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SPECIFIC GOODS OR SERVICES FROM WHICH ANY CLAIM OR DAMAGES HEREUNDER MAY ARISE. THE FOREGOING LIMITATIONS ON LIABILITY WILL APPLY EVEN IF REAL TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
10. **Indemnification.** Real Time shall indemnify the Customer and its respective officers, directors, employees and agents, hold them harmless and defend them against any and all penalties, claims, actions, damages, liability and expense, including reasonable attorney's fees and court costs resulting from the breach of Real Time's obligations under this Agreement or from the negligence or intentional misconduct of Real Time or its agents, employees, subcontractors or consultants, except to the extent that Real Time's gross negligence or willful misconduct caused the foregoing losses and costs.
11. **Intellectual Property Infringement:** Real Time warrants that there has been no violation or infringement of trademarks, patent, copyright or any other intellectual property right of another person in the manufacture, production or sale of the goods, materials or services supplied under this agreement. Real Time also warrants that the use of those goods or services by the Customer will not constitute an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.
12. **Applicable Law.** This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and treated in all respects as a British Columbia contract without reference to conflict of law rules. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.

RTN Commander Software

The KeyTracer application gives you all the information collected from your key control system in one intuitive interface. It lets you make rapid updates and enables you to respond to alerts you have customized. All available from both computers and mobile devices.

Stay informed with data collected in real-time about keys in use in your facility. Your team can rapidly provision new users and modify access rights. Authorized personnel can trigger emergency key releases right from the KeyTracer application.

KeyTracer software can scale from managing a single cabinet to thousands across a multi-site organization. Its browser-based interface supports an unlimited number of users and administrators, with no additional licensing fees for new users.

FLM – Fleet Management:

License Monitoring - the user's license expiry date is stored for each user. If the expiry date is approaching, users will get an email notification in advance. If the date field is not changed and the date expires, the user will be locked out of the cabinet.

Mileage Logging – When returning a keytag, a mileage value must be entered at the terminal prior to returning the keytag. This value will also show in the reports.

Fault Code Logging – When returning a keytag, a fault code can be entered; this value is shown in the reports. Each fault code and its description is created in Commander and are entered by the user at the terminal.

Issue Code Logging – A code defining the reason for taking the keytag is entered prior to removing the keytag. Each issue code and its description is created in Commander and are entered by the user at the terminal.

KRV – Key Reservation:

Reservation of keytags – keytags can be reserved for defined periods of time for a user. The report shows it in a calendar view format. Please see below.

Graphical Overview of all Reservations – View in a daily, weekly or monthly format of all reservations which can be seen at one time. The view can also be filtered for particular keytags.

Proxsafe Mobile - Key system users can make their own key reservations with a unique login via a smartphone or PC. The reservations must be approved by a system administrator before it will become active.

Email Notification for Reservations – Users will be informed by email if reservation of keys is not possible.

KeyTag Time Restriction (KTR) – KeyTag time profile (time restriction), email notifications for KeyTag Time profile (late keys)

LDAP - Active Directory Integration - Annual Fee