



**Proven solutions
for managing
mission critical
assets and keys.**

**PROPOSAL PREPARED FOR:
WILLIAM TEDFORD
SOMERSET POLICE DEPT.
33398075514V3
04/08/2025**



REAL TIME NETWORKS INC.
Head Office: 16-1833 Coast Meridian Road
Port Coquitlam, BC, V3C 6G5
www.realtimenetworks.com
Phone: 1-800-331-2882
Fax: 604-941-8480

QUOTATION-33398075514V3

Version 3

ATTN: WILLIAM TEDFORD
SOMERSET POLICE DEPT.
SOURCEWELL # 110923-DBM

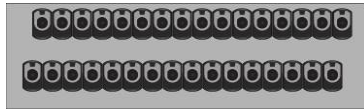
April 8, 2025

QUOTATION PREPARED BY: CYNTHIA JOHNSON

Part #	Qty.	Description	Unit Price	Ext. Price
		KTA-2 System with 48 Key Positions		
		KeyTracer Key Management Solutions - KTA: 48 Key System	\$16,899.00	\$16,899.00
KTA1091	1	KTA-2 Module Cabinet with Clear Door		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1308	1	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1320	1	KTA Touch+ Terminal with 5.7" display		
KTA1380 Program 50223	1	KTA RFID KeyFob Reader		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Cabinet Power Supply		
KTA1004	1	KTA De-Sealing tool		
CardCredential	1	Internal card reader or External card reader, includes card verification and programming		
KTA1100	1	KeyTracer Software V4.x basic Per Terminal License code with 1 Admin User License		
KTA1184	1	KeyTracer Module: KTR KeytagTime Restriction - First Terminal		
KTA1431	1	KeyTracer IMP Interface - Importing software for setting up users and card profiles		
		KeyTracer Software SQL for Terminal - Web based network Enterprise software		
		- Terminal and Administrative Concurrent License		
		- Web Based Network Software		
		- Software for monitoring and administration of key depots and system users		
		- Real-Time Transaction Reporting of key status		
		- Your Administrator Level has Remote 24 x 7 Access to System and Reporting in real time		
		- Tamper Alarming software alerts		
		- Current Key Fob Location		
		- Current Key Fob Holder		
		- All Events Today		
		- All Events this week		
		- All Events this month		
		- All Faults not cleared		
		- All Alarms not cleared		
		- User Data		
		- Key Fob Data		
		- Built-in standard and customizable reporting		
		- Ability to Customize Reports with Automatic Email Ability		
		- Create and Save Customized Reports with auto emailing		
		- Ability to be accessed by a remote PC to run reports, make changes, add/delete Users -		
		- Ability to send all alarm notifications to remote PC or email		
		- Emailing Alerts and Alarming including Overdue Late Keys		
		- User Groups - Users combined in groups by departmental release and custom permissions		
		- Key Fob Time Profiles can be created		
		- Emergency Group Key Release		
KTA1120	1	Optional Fleet Management Software:	\$1,150.00	\$1,150.00
		Fleet Management Module (Software Module)		
		- Mileage Logging		
		- Fault Code Logging (Problems and Issues documented with vehicle at the time its returned)		
		- Drivers License Monitoring (expiration date)		
		- Simple Reservations (Reservations of Vehicles)		
		- Issue Code Logging		
		- Group Release - Random, Least Mileage, longest retention period)		
		- Roaming Key Tag		



(1) KTA-32 RFID Key Module



(1) KTA-16 RFID Key Module



RTN AT Locker

AssetTracer Locker Management Systems

- 1 AT2 - Terminal for Card Reader and UHF
- 1 Web Services WBS
- 1 Prox Card Reader
- 1 Module, Wide 2 Door, Polycarbonate
- 1 Module, Tall 1 Door, Polycarbonate
- 1 Module, Small 8 Door, Polycarbonate
- 1 Half Module, Small 4 Door, Polycarbonate
- 2 Module, Medium 4 Door, Polycarbonate
- 1 Half Module, Medium 2 Door, Polycarbonate
- 1 Module, Triple Tall 2 Door, Polycarbonate Insert
- 1 AT2 - Top, Slope, 3 Full Wide, Assy, 60W X 18D X 07H
- 3 AT2 - Base, Closed, Full Wide, Assy, 20W X 15D X 08H
- 25 110V Power Cable to Compartment
- 1 UHF TapID Reader Technology
- 1 UHF TapID Generic Tags - Pack of 50

RTN Asset Locker Software and Annual License Fee:

- 1 RTNHub software Yearly Licence for Asset Tracer, per Terminal
- 1 RTNC - KTA and AT combination: KTA to AT/AT to KTA

\$26,950.00

\$26,950.00

\$1,500.00

\$1,500.00

\$0.00

\$0.00

RTN-HUB

RTNC - KTA and AT combination

Real Time Networks

Somerset Police Department
Option 2

Overall Dimensions:
74" High x 62" Wide x 18" Deep
Floor Standing on 8" Base

AssetTracer

Special Notes:

Power Requirements
Terminal Compartment
Draw @ Peak: 5.9A
Expected Draw: 0.81A
Suggested # of 15A Circuits: 1

In-Compartment 120v
Total Devices: 25
Total Amps @ Peak: 30A
Suggested # of 15A Circuits: 2
**Calculated using 1.2A input

SKU List
1x AT2-TM-FW-02U-2020-CR
1x Module, Triple Tall 2 Door, Poly
1x Half-Module, Wide 2 Door, Poly
1x Half-Module, Small 4 Door, Poly
1x Half-Module, Medium 2 Door, Poly
1x Module, Tall 1 Door, Poly
1x Module, Small 8 Door, Poly
2x Module, Medium 4 Door, Poly

Internal Dimensions
WxDxH
1 - 17.5" x 14" x 18.6"
2 - 7.6" x 14" x 57.9"
2 - 17.5" x 14" x 3.9"
10 - 7.6" x 14" x 8.8"
12 - 7.6" x 14" x 3.9"

Use Case: T/R - Asset Storage
Revision #: 5
Date Produced: 04/02/25
Sales Rep: Cynthia J.

TAP ID available for all assets

120V outlet available in these compartments

Additional Fees

- 1 Shipping, excluding all duties, fees, import taxes and other charges
- 1 Onsite Technical Services, Installation and Training

\$3,550.00

\$3,500.00

\$5,900.00

\$5,900.00

<div>Quote Total</div> <div>QUOTE IS VALID FOR 30 DAYS ONLY.</div>	<div>\$55,899.00</div>
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The client is responsible for arranging the installation and availability of all necessary data connections and electrical power for the equipment. Specifically, this includes ethernet cabling for network connections and appropriate power outlets. These facilities should be set up in accordance with the load requirements of the installed equipment and should comply with local electrical codes. Please note that our quotes do not cover the provision of ethernet or power cabling to the location where the equipment will be installed.

All Prices are in US Dollars, See Terms and Conditions

Payment Terms: 50% deposit on order placement, 50% due upon delivery

GOODS WILL NOT BE SHIPPED UNTIL THE DEPOSIT IS PAID IN FULL. FAILURE TO PROVIDE THE DEPOSIT WILL RESULT IN A SHIPPING DELAY.

1 Year Limited Hardware and Software Warranty

By signing below, I/we, acknowledge and accept the terms of the quote provided, and agree to move forward with the products and services as outlined.

Signature

Date

1. Applicability. These terms and conditions of sale ("Terms") and any other terms referenced in these Terms are the only terms which govern the sale of the goods ("Goods"), license of software ("Software"), and provision of services ("Services", and collectively the "Work") by Real Time Networks Inc. ("RTN") to the customer ("Customer"), all as identified in RTN's quotation ("Sales Quotation") and any RTN-provided schedule or exhibit. The Sales Quotation, these Terms, any RTN-provided schedules and exhibits, and any applicable software license agreement (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's general terms and conditions of purchase and does not serve to modify or amend these Terms. Commencement by RTN of any part of the Work at Customer's request shall constitute Customer's agreement that this Agreement governs the provision of the Work.

2. Delivery of Goods. RTN will deliver the Goods within a reasonable time after the later of: (a) receipt of Customer's purchase order or Sales Quotation, signed by the Parties; and (b) receipt by RTN of Initial Payment. Unless otherwise agreed in writing by the Parties, RTN shall deliver the Goods to Customer's address specified in the Sales Quotation (the "Delivery Point") using RTN's standard methods for packaging and shipping such Goods. Delivery shall be made DAP Delivery Point, according to Incoterms 2020. RTN may make partial shipments of Goods to Customer.

3. Inspection. Customer shall inspect the Goods within 3 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies RTN in writing during the Inspection Period of any Goods which do not conform to the specifications in the Sales Quotation and furnishes such written evidence or other documentation as reasonably required by RTN. If Customer timely notifies RTN of any such nonconforming Goods, RTN shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods.

4. Restocking Fee for Certain Stock Items. For Goods which RTN deems resalable stock Goods, at RTN's sole discretion, Customer may return such stock Goods within 10 days after delivery provided that: (a) RTN authorizes the return; (b) such stock Goods are new, unused, and in original packaging; (c) Customer pays a minimum 25% restocking charge; and (d) Customer pays all costs related to return shipping, including duties and taxes.

5. Software. RTN supplies Goods with certain Software, whether standard or custom-developed. All Software is licensed or provided as a service and is not sold. Software is subject to the separate agreements provided by RTN, including but not limited to any software license agreements, end user license agreements, operating manuals or other documentation ("software license agreements"). Customer agrees that it will be bound by such software license agreements. If there is a conflict or inconsistency between this Agreement and those of a software license agreement, the terms of the software license agreement will control. If a software license agreement or other license terms are not separately agreed or do not accompany Software included with the Goods, then RTN hereby grants Customer a non-exclusive, revocable, non-assignable right to access and use such Software solely as necessary for Customer to operate the Goods. Nothing in this Agreement shall be construed to grant any rights or license to use any Software in any manner or for any purpose not expressly permitted by the applicable software license agreement. For a period of 12 months after delivery of the Goods, RTN will provide Customer, at no additional charge, with (a) all software updates that RTN may, in its sole discretion, make generally available to its buyers of Goods ("Updates"); and (b) technical support services for the Goods and Software by email, telephone, and video conference, as reasonably determined by RTN. Customer will install all updates as soon as practicable after receipt. RTN shall provide Customer with additional Updates and technical support services after the initial 12 months SOLELY if Customer purchases such Updates and technical support services pursuant to separate Extended Service Plan (ESP) or similar agreement. Customer may be required to pay annual recurring fees for some Software and/or Services after the initial 12 months if indicated on the Sales Quotation. Such Software may lose some or all functionality and such Services may not be provided if such annual recurring fees are not paid by Customer.

6. Performance of Services. RTN shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Quotation, and any such dates shall be estimates only. Customer shall (a) cooperate with RTN

in all matters relating to the Services and provide such access to Customer's premises and other facilities as may reasonably be requested by RTN for the purposes of performing the Services; (b) respond promptly to any RTN request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for RTN to perform Services; (c) provide such materials or information as RTN may reasonably request to carry out the Services in a timely manner; and (d) ensure that Customer materials or information are complete and accurate in all material respects.

7. Customer's Acts or Omissions. If RTN's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, RTN shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Compensation; Payment Terms.

8.1 Price. Customer shall purchase the Goods and Services from RTN at the prices set out in the Sales Quotation ("Contract Price"). The Contract Price excludes withholding, sales, use, excise and other taxes imposed by any governmental authority on any amounts payable by Customer.

8.2 Payment Terms. Unless otherwise agreed in writing by RTN, Customer shall pay (a) 50% of the Contract Price by the earlier of (a) 30 days of execution of this Agreement, and (b) notice of readiness to ship ("Initial Payment"); and (b) 50% of the Contract Price within 30 days of delivery of the Goods to the Delivery Point. Past due invoices will bear interest at a rate of 1.5% per month calculated daily and compounded monthly (which is equivalent to 19.56% per annum compounded annually). RTN is entitled to, without liability of any kind, stop work in the event any payment becomes past due. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with RTN.

9. Changes. Any changes requested by Customer to the Goods, Software, or Services will be subject to mutual agreement of the Parties in writing and equitable adjustment in the Contract Price and any estimated schedule for delivery of Goods or provision of Services.

10. Work on Customer's Site. RTN is not responsible to and does not have authority to control, direct or supervise construction, construction means, methods, techniques, sequences, or safety measures and programs. RTN shall comply with all health, safety and environmental legislation, regulations, policies, procedures and standards applicable at any Customer site.

11. Limited Warranty.

11.1 Warranty – Goods. RTN warrants to Customer that Goods will materially conform to RTN's published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship ("Goods Warranty"). For a period of 12 months from the date of delivery of the Goods, for any Goods which do not meet the Goods Warranty, RTN shall, in its sole discretion, either: (a) repair or replace such Goods (or the defective part) or (b) credit or refund the price of such Goods at the pro rata contract rate provided that, if RTN so requests, Customer shall, at RTN's expense, return such Goods to RTN.

11.2 Warranty – Services. RTN warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services ("Services Warranty"). For a period of 90 days after completion of any Services, RTN shall re-perform any Services which do not meet the Services Warranty.

11.3 DISCLAIMER. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 11, RTN MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, SERVICES AND SOFTWARE, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND RTN'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11.

12. Indemnification. RTN shall defend and indemnify Customer from and against any losses, damages, claims, judgments, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are awarded against Customer arising out of any third-party claim alleging that

Customer's use of any of the Goods or Services infringes any intellectual property right of a third party. The foregoing obligation will not apply to the extent that the alleged infringement arises from: (a) use of the Goods or Services in combination with data, software, hardware, equipment, or technology not provided by RTN or authorized by RTN in writing; (b) modifications to the Goods or Services not made by RTN; or (c) third-party products.

13. LIMITATION OF LIABILITY.

13.1 LIABILITY NOT EXCLUDED. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE RTN'S LIABILITY: (A) FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR RTN TO EXCLUDE OR RESTRICT LIABILITY; (B) THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 12; OR (C) RTN'S LIABILITY FOR FRAUD, OR FOR PERSONAL INJURY OR DEATH CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13.2 LIMITATIONS ON LIABILITY. SUBJECT TO SECTION 13.1 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, IN NO EVENT SHALL: (A) RTN BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF REVENUES, LOSS OF DATA, LOSS CAUSED BY DELAY, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT; AND (B) RTN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED 100% OF THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO RTN UNDER THIS AGREEMENT.

14. Insurance. During the term of this Agreement, RTN shall, at its own expense, maintain and carry insurance in full force and effect including, but not limited to, (a) commercial general liability (including bodily injury and property damage, products – completed operations, and personal injury and advertising injury) with a limit of USD \$5,000,000 per occurrence and in the aggregate; and (b) errors and omission liability (including information loss risk and communications risk) with a limit of USD \$2,000,000 per occurrence and in the aggregate. RTN shall ensure that all foregoing insurance policies: (i) are issued by insurance companies with a Best's Rating of no less than A-; (ii) provide Customer with 30 days' advance written notice in the event of a cancellation in RTN's insurance policy; (iii) except where prohibited by law, name Customer as an additional insured; and (iv) provide that such insurance be primary and non-contributory. RTN shall, at its own expense, maintain and carry in full force and effect a worker's compensation and insurance account in good standing with the applicable provincial workers' compensation board and provide evidence of its registration. Upon Customer's request, RTN shall provide Customer with a certificate of insurance for insurance coverages required by this Section 14.

15. Compliance with Laws. Each Party shall at all times (a) comply with all federal, state, provincial, and local laws, ordinances, regulations, and orders, and (b) obtain and maintain all certifications, credentials, authorizations, licenses, and permits, that are materially necessary and applicable to the operation of its business and to the performance of its obligations under this Agreement. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Goods or Software to any jurisdiction or country to which, or any party to whom, the export, re-export, or release of any Goods or Software is prohibited by applicable federal or foreign law, regulation, or rule.

16. Termination. Either Party may terminate this Agreement immediately by serving written notice on the other Party if the other Party (a) commits a breach of any of its major obligations under this Agreement which is not capable of remedy or which is capable of remedy but is not rectified within 14 days of receipt of notice of the breach; or (b) is subject to voluntary or involuntary bankruptcy proceedings or becomes insolvent.

17. Confidential Information. All non-public, confidential or proprietary information of a Party ("Disclosing Party"), including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Disclosing Party to the other Party ("Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless

authorized in advance by Disclosing Party in writing. Upon Disclosing Party's request, Receiving Party shall promptly return all documents and other materials received from Disclosing Party. Disclosing Party shall be entitled to injunctive relief for any violation of this Section 17. This Section 17 does not apply to information that is: (a) in the public domain; (b) known to Receiving Party at the time of disclosure; or (c) rightfully obtained by Receiving Party on a non-confidential basis from a third party.

18. Intellectual Property Rights. Customer acknowledges that, as between Customer and RTN, RTN owns all intellectual property rights in and to the Software and Documentation and, with respect to Software provided by a third-party, the applicable third-party Software provider owns all right, title, and interest, including all intellectual property rights, in and to such Software.

19. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control.

20. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by, and construed in accordance with, the laws of the state or province in which the Delivery Point is located. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

21. Dispute Resolution. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by: (a) if the Delivery Point is in Canada or any country which is not the United States, the Vancouver International Arbitration Centre in accordance with its Domestic Arbitration Rules, and the place of arbitration shall be Vancouver, British Columbia, Canada; or (b) if the Delivery Point is in the United States, the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be the city nearest the Delivery Point, or as otherwise agreed by the Parties. The number of arbitrators shall be 1. The award shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.

22. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the Agreement or to such other address that may be designated by the receiving Party in writing. All Notices must be delivered by personal delivery; nationally recognized overnight courier; certified or registered mail (in each case, return receipt requested, postage prepaid); or (except for commencement of proceedings) email (with confirmation of receipt, such as "read receipt" function, return email, or other form of written acknowledgment). A Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 22.

23. Miscellaneous. Capitalized terms have the meanings set out in this Agreement. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Any provision that, in order to give proper effect to its intent, should survive expiration or termination of this Agreement, shall survive the expiration or earlier termination of this Agreement. Any amendment to this Agreement must be in writing and executed by both Parties. RTN may assign any of its rights or delegate any of its obligations to any affiliate or to any party acquiring all or substantially all of RTN's assets. No waiver by a Party of any of the provisions in this Agreement is effective unless explicitly set forth in writing and signed by such Party. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. This Agreement may be executed in counterparts (each of which is deemed an original, but all of which together is deemed to be one and the same agreement) and delivered by facsimile or by e-mail in Portable Document Format ("PDF"). There are no intended third-party beneficiaries of this Agreement. The Parties have expressly requested that this Agreement and all related documents be drafted in English only. *Les Parties aux présentes ont demandé que la présente convention et tous les documents qui y sont afférents soient rédigés en anglais seulement.* If this Agreement is translated into any other language, the English language version shall prevail.