



Motive Sourcewell Contract Number: 102924-MTV
Redwood City School District (CA) Source Cust. No. 14129
Initial Order Form for Redwood City School District (CA)
Valid Until 9/24/2026 12:00:00 AM¹
Order Form Number: Q-2069848

Sales Rep
Tyler Maxwell
tyler.maxwell@gomotive.com

Sold To
Redwood City School District (CA)
Martin Cervantes
601 JAMES AVE
REDWOOD CITY CA 94062
US

Ship To
Redwood City School District (CA)
Martin Cervantes
601 JAMES AVE
REDWOOD CITY CA 94062
US

Estimated Contract Term Start Date² 08/24/2026
Estimated Contract Term End Date² 08/23/2029
Contract Term Length² 36 months
Billing Frequency Annual
Billing Email mcervantes@rcsdk8.net

Primary Contact Martin Cervantes
Primary Email mcervantes@rcsdk8.net
Primary Phone 6502807168

Payment Method Bank Transfer
Payment Terms Net 30

Order Summary

Part Number	Part Description - One Time Fees	Sourcewell Price	Unit Price	Quantity	Net Total
HW-AIDC-64	AI Dashcam Plus – Dual-Facing	\$546.00	\$0.00	16	\$0.00
HW-OC	AI Omnicam with Body Mount	\$454.09	\$0.00	6	\$0.00
HW-DVR-RM	Pro-Vision Ranger DVR Kit Only (MTV-DVR)	\$612.43	\$0.00	12	\$0.00
	Shipping Fee: Ground Shipping	\$73.97	\$73.97	1	\$73.97

Part Number	Subscription Charges	Sourcewell Price	Monthly Unit Price	Quantity	Net Total
SW-OC	AI Omnicam Plan	\$27.30	\$20.00	6	\$4,320.00
SW-DVR	Digital Video Recorder (DVR) Plan	\$136.50	\$15.00	12	\$6,480.00
SW-AIDC-64-DS	Driver Safety Plan – AI Dashcam Plus Dual-Facing	\$45.50	\$30.00	16	\$17,280.00
SW-AIDC-64-FM	Fleet Management Plan – AI Dashcam Plus Dual-Facing	\$45.50	\$20.00	16	\$11,520.00

One-Time Total³	USD \$73.97
Subscription Total³	USD \$39,600.00
Total Contract Value³	USD \$39,673.97
First Invoice Total³	USD \$13,273.97
Recurring Annual Total³	USD \$13,200.00

The parties acknowledge and agree that the pricing and terms of this Order Form are the confidential information of Motive and Customer agrees not to share such information with any third parties.

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- ✓ Cut unauthorized spend with our AI-powered fraud detection & \$250k fraud protection guarantee
- ✓ Fully customizable spend controls and temporary overrides



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Terms and Conditions for Motive Services

Introduction

Unless the Parties have signed a separate agreement, the applicable portions of the Motive Terms of Service located at <https://gomotive.com/legal/terms-of-service/> (the "TOS") and Schedule A attached below govern the parties' relationship, except as otherwise agreed to herein or in writing signed by both parties. Any capitalized terms not defined herein have the meanings set forth in the TOS. By executing this Order Form, Customer accepts the TOS and agrees to be bound by them. The Effective Date of this Order Form is the date last signed below.

Taxes

Customer is responsible for and agrees to pay any and all taxes that Motive may be required to collect or pay for providing the Customer with the Services. Any such taxes will be included on Customer's invoices.

Billing and Invoicing

Customer's Payment Method will be billed for the first payment due under this Order Form upon receipt and confirmation of the order. Such payment will be due in accordance with the terms of this Order Form and the TOS. If payment is due immediately, then Motive has the right to charge Customer's Payment Method immediately upon placement of the order. Thereafter, Customer will be billed in accordance with the Payment Frequency set forth in the Order Summary.

Payment Terms

By signing this Order Form, Customer is authorizing Motive to bill Customer's Payment Method in accordance with this Order Form and the TOS. For any additional Services or upgrades which are ordered and activated in between billing cycles, Customer will be billed for a prorated amount with respect to such additional Services or upgrades. Except as otherwise set forth in the TOS, this Order Form is noncancellable and Customer is responsible for payment for the Subscription Services for the entire Contract Term. Specific information concerning cancellation is set forth in Motive's Cancellation Policy (<https://gomotive.com/legal/cancellation-policy/>).

Renewal

Notwithstanding anything to the contrary in the TOS, the Services in this Order Form will not automatically renew at the end of the Contract Term.

Third-Party Pro-Vision Hardware and Subscription Plan

At the time of installment, Customer will have access to the video footage from the third party Hardware on a screen provided by Customer or have the ability to request footage in the event it is needed. Motive does not guarantee the functionality of the screen provided by Customer. However, in the event that the Customer provided screen does not function as expected, the Parties will work together in good faith to find an alternative resolution. In the first quarter of 2026, Motive will integrate the videos provided by Pro-Vision's third party Hardware with the Motive Fleet Dashboard. The use of such Third-Party Pro-Vision products are governed by Exhibit A.

Additional Orders and Upgrades

Promotional discounts and other credits are only available on a per order basis, as set forth in the applicable Order Form. Other than with respect to any credits set forth herein, the pricing set forth in this Order Form shall be applicable with respect to additional orders (but only with respect to the same models of Hardware and the same levels of Subscription Service plans agreed to in this Order Form) to the extent such additional orders are placed during the applicable Pricing Period as set forth in the table below, based on the overall length of your current Contract Term:

Contract Term length:	<12 months	≥ 12 months but < 36 months	≥ 36 months
Pricing Period:	NONE	first 90 days of the Contract Term	first 365 days of the Contract Term

Any additional orders placed after the Pricing Period will be subject to Motive's then-current non-promotional rates, except as otherwise agreed by the parties in writing.

The pricing for any orders for upgrades or services other than those set forth in the Order Summary will be subject to the then-current non-promotional rates offered by Motive.

The total pricing for any additional orders will be prorated based on the remainder of Customer's current subscription term on the date of activation of the services, plus any additional charges for upgrades, taxes and shipping.

Non-Appropriation / Loss of Funding

Notwithstanding any other provision in the TOS or this Order Form, the Customer's obligations under this Order Form are contingent upon the availability and continued appropriation of funds. In the event sufficient funds are not appropriated, allocated, or otherwise made available to support the continuation of performance under this Order Form, Customer may terminate this Order Form without penalty, liability, or early termination fees upon thirty (30) days written notice to Motive. Such termination shall become effective at the end of the current fiscal period or when available funds are exhausted, whichever occurs first. Customer shall be responsible only for payment for goods delivered and accepted, or services performed, prior to the effective date of termination.

¹ In the event that delivery and activation of the Services has not occurred as of the Valid Until Date, Motive may require Customer to enter into a new Order Form for the Services set forth in the Order Summary and void this Order Form. Upon execution of the updated Order Form, this Order Form shall be void and of no effect.

² Motive may move the Contract Term Start Date, Contract Term End Date, Order Term Start Date based on the date that Motive activates or delivers the Services in the Order Summary. Customer may contact support@gomotive.com for confirmation of the Contract Term Start Date, Contract Term End Date, and Order Term Start Date. Order Term Lengths are estimates only and your prorated billing will be reflected on Customer's invoices.

³ Amounts are estimated, and Customer's invoice may include additional charges for shipping and tax. Pricing for additional orders and upgrades will be prorated based on the remainder of the Contract Term at the time of activation or delivery of the Services, which will be reflected on Customer's invoices.

Accepted and agreed to by Customer's authorized representative.

Customer: Redwood City School District (CA)

Signature

Printed Name

Title

Date

SCHEDULE A
PRO-VISION HARDWARE TERMS

This Schedule A applies to any third-party hardware manufactured by Pro-Vision Solutions, LLC as listed on the Order Form ("Pro-Vision Hardware") and is incorporated into and made part of the Order Form. This Schedule A applies to Pro-Vision Hardware sold under Motive's Reseller Model, where Motive purchases and resells the hardware to Customer.

1. Third-Party Hardware Warranty

Any Pro-Vision Hardware is a third-party product resold by Motive that is warranted solely by the manufacturer Pro-Vision Solutions, LLC under the manufacturer's standard warranty terms. The manufacturer provides a 60-month warranty from date of original purchase for defects in material or workmanship, with lifetime warranty on video cables and SD cards, and 12-month warranty on batteries, solid state drives, the Touchless IR Thermometer, and Drive Recorder model DR-200. The 60-month warranty applies to products sold to and used within the United States or Canada. Products used outside the US or Canada may be subject to different warranty terms. Complete warranty terms are available at https://provisionsolutions.com/wp-content/uploads/2022/12/Pro-Vision_Warranty_Statement_2022.pdf. This warranty does not apply to any product damaged through alteration, improper installation, mishandling, misuse, neglect, or accident. Opening the housing of any product will void the warranty. Missing or illegible serial numbers will void the warranty. Motive's liability for hardware defects are limited to facilitating warranty claims with the manufacturer.

2. Hardware Disclaimer

Hardware products are manufactured by third parties. MOTIVE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRO- VISION HARDWARE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer's sole remedy for hardware defects is through the manufacturer's warranty. Motive's role is limited to facilitating warranty claims and coordinating Returns.

3. Returns and RMA Process

Hardware returns are subject to manufacturer's warranty terms and require a Return Merchandise Authorization (RMA) number. Customer must contact Motive to initiate the RMA process, and Motive will coordinate with the manufacturer. Defective hardware eligible for return within 30 days of delivery; replacements will be shipped within 5 business days of the manufacturer's receipt of return.

4. Technical Support

Customer shall contact Motive for all support needs related to Pro-Vision Hardware. For hardware-related issues, Motive will facilitate creation of support tickets with the manufacturer. Response times are subject to manufacturer's service level commitments.

5. Data Ownership

All data collected through the integrated platform, including video and telemetry data from Pro-Vision Hardware devices, is subject to the ownership and usage rights under the Terms of Service. The hardware manufacturer has a limited license to transmit data solely as necessary for platform integration.

6. Installation Services

If Customer orders installation services for Pro-Vision Hardware, such services will be performed by Motive's selected installation vendor. Motive will coordinate all installation scheduling, quality control, and vendor management. Installation services, when provided, will be performed in accordance with manufacturer specifications and industry standards. Customer must provide suitable site access and comply with all safety requirements. Installation workmanship is warranted for 6 months from completion date. Customer is responsible for providing suitable installation site access and complying with installer safety and access requirements. If Customer installs the Pro-Vision Hardware themselves, such installation must be in accordance with the installation instructions and Documentation.

7. Delivery and Force Majeure

Hardware delivery timelines are subject to manufacturer availability and may be affected by force majeure events beyond Motive's or the manufacturer's reasonable control, including supply chain disruptions, natural disasters, or other unforeseeable circumstances.

8. Incorporation

This Schedule A is incorporated into and made part of the Order Form. In the event of any conflict between this Schedule A and the Order Form or Terms of Service, this Schedule A shall control with respect to Pro-Vision Hardware only.