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**QUOTE NO: 1299**  
**DATE: JANUARY 21, 2026**

**Bill To:**

Texas Department of Public Safety

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | UNIT PRICE | MULTI-SYSTEMS DISCOUNT | LINE TOTAL  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------|-------------|
| 4   | FalcoNet core system – <ul style="list-style-type: none"><li>• 13 SDR BTS's - 2G/3G/4G/5G SA &amp; NSA, FDD &amp; TDD</li><li>• Heat Map, Silent Call, MuCom + Enhancer</li><li>• PathFinder DF system</li><li>• Vehicle Deployment Kit: Vehicle rack, Omni antennas, APMG, Cutta LNA, Cables</li></ul>                                                                                                                                                                                            | \$800,000  | *\$712,500             | \$2,850,000 |
| 1   | <b>UNLICENSED</b> FalcoNet core system - <ul style="list-style-type: none"><li>• 13 SDR BTS's - 2G/3G/4G/5G SA &amp; NSA, FDD &amp; TDD</li></ul>                                                                                                                                                                                                                                                                                                                                                  | \$200,000  | \$200,000              | \$200,000   |
| 4   | Cross Roof Rails for FalcoNet Vehicular system- customized to vehicle specs                                                                                                                                                                                                                                                                                                                                                                                                                        | Incl.      | Incl.                  | Incl.       |
| 2   | Standard Training– 5 days total at customer location                                                                                                                                                                                                                                                                                                                                                                                                                                               | Incl.      | Incl.                  | Incl.       |
| 4   | 3 years Prime Warranty/24/7 support services                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Incl.      | Incl.                  | Incl.       |
| 4   | Delta 5G Perpetual license for FalcoNet V<br>Native software license for identification, capturing, and locating devices in pure Native 5G SA network technology.                                                                                                                                                                                                                                                                                                                                  | \$130,000  | \$70,000               | \$280,000   |
| 4   | 2026 Chevrolet Tahoe - Complete turnkey vehicle retrofit, integration & preparation for FalcoNet CSS system.<br>*tax, tag, and title will be the responsibility of the customer.<br>Original manufacturers 3 year/36K miles bumper to bumper warranty applies.                                                                                                                                                                                                                                     | \$155,000  | \$150,000              | \$ 600,000  |
| 1   | FalcoNet Backpack Core V2 - 6 x BTS (2G/3G/4G/5G)<br>Support Bands:<br>1,2,3,4,5,7,10,12,13,14,17,20,25,26,28,30,66,38,40,41,42,43,48,71,77,78<br>Heat Map, Silent Call, MuCom + Enhancer                                                                                                                                                                                                                                                                                                          | \$355,500  | \$355,500              | \$355,500   |
| 1   | Flexible antenna kit for vehicular and Rotar-wing deployments with the FalcoNet Compact Backpack - for ad-hoc temporary deployment. Allows the system to be Interchangeably deployed in vehicles <ul style="list-style-type: none"><li>• Vehicular Anti Vibration cradle and transportation case</li><li>• Directional High Gain Antenna Kit and cables</li><li>• GPS antenna</li><li>• Adjustable antenna mounting ladder rig</li><li>• Suction pump kit</li><li>• Transportation cases</li></ul> | \$27,000   | \$27,000               | \$27,000    |

|   |                                                                                                                                                                                                                 |           |           |           |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| 1 | Portable Magnetic Roof rails for FalcoNet BackPack/Compact FalcoNet.<br>• Roof rails secured to vehicle rooftop by magnetic base and straps<br>• A pair of roof rails can support 6 omni antennas               | \$18,500  | Incl.     | Incl      |
| 1 | Cognyte Compact PA Ranger<br>A lightweight external PA with 6 transmissions that seamlessly integrates with the Compact FalcoNet system to enhance its performance and operational capabilities. 5G SA support. | \$130,000 | \$105,000 | \$105,000 |
| 1 | <b>UNLICENSED</b> FalcoNet Backpack Core V2 - 6 x BTS (2G/3G/4G/5G)<br>Support Bands:<br>1,2,3,4,5,7,10,12,13,14,17,20,25,26,28,30,66,38,40,41,42,43,48,71,77,78                                                | \$70,000  | \$70,000  | \$70,000  |
|   |                                                                                                                                                                                                                 |           |           |           |

|                                                                                                                                                  |  |  |                  |                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--|--|------------------|----------------------------------|
|                                                                                                                                                  |  |  | <b>SUBTOTAL</b>  | \$4,487,500                      |
| *Note: Price quoted above is for 4 FalcoNet vehicular systems, the discounts only apply if purchasing multiple systems under one purchase order. |  |  | <b>SALES TAX</b> | tax exempt certificate required. |
|                                                                                                                                                  |  |  | <b>TOTAL</b>     | \$4,487,500                      |

|                                                                                                                                                                                           |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| <p><b>Payment Terms:</b> NET 30 days - SEE ATTACHED TERMS and CONDITIONS</p> <p><b>Delivery Terms:</b> 90-120 Days After Receipt of Order (ARO)</p> <p><b>Quote Validity:</b> 90 Days</p> |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|

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# 1 Terms and Conditions

## 1.1 Special Terms and Conditions

### 1.1.1 Payment Terms

The following table details the payment milestones for the project:

| Percentage | Milestone                      | Amount Due  |
|------------|--------------------------------|-------------|
| 100%       | 30 days after Receipt of Order | \$4,487,500 |

Cognyte will submit to Customer an invoice for each payment on Cognyte's own invoice form. Unless otherwise stated in this proposal, payment shall be made within 30 days from the date of each invoice.

Payments are non-refundable, unless otherwise expressly stated under the terms of this proposal.

Cognyte will not be liable for the vehicle's performance and will be based on the manufacturer's warranty provided under the new vehicle limited warranty (Bumper-to-Bumper, Powertrain, etc.). Any vehicle performance issues shall be addressed directly to the manufacturer by the customer under the standard manufacturer's warranty policy and taken to a local dealer for service. Vehicle title will be transferred to TX DPS; tax, tag, title, and registration will be the responsibility of TX DPS including any additional State taxes if required by State law.

### 1.1.2 Delivery

Cognyte will deliver the system to which this proposal refers ("System") CPT (Incoterms, 2010). Transport insurance will be arranged by Cognyte, at Cognyte's expense.

Partial shipment and/or commissioning of the ordered products are allowed. In case of partial shipment and/or commissioning, the Customer will be invoiced for the shipped/commissioned products on partial basis based on the amount quoted in the PO.

**Note-** due to components shortage, delivery may face delays.

### 1.1.3 Warranty Period

The warranty period for the System is 3 year(s) on the FalcoNet starting from the date of commissioning, as specified below ("Warranty Period").

### 1.1.4 Validity Period

This proposal is valid for 90 Days.

## 1.2 General Terms and Conditions

### 1.2.1 System Commissioning

The System will be deemed commissioned upon successful performance of inspection and testing (as per Cognyte's commissioning procedure), or operational use of the System by the customer or end user, as applicable ("Customer"), or 45 days after delivery in case performance of the commissioning procedure is delayed for reasons not attributable to Cognyte, whichever occurs first.

### 1.2.2 Warranty; Disclaimer of Warranties

Cognyte warrants that during the Warranty Period, all the hardware and software delivered to the Customer, as the case may be, will conform to the design, performance and manufacturing specifications agreed between the Parties and operate free from defects, which may cause the delivered System to fail to conform to the specified functional and/or performance requirements.

Cognyte will provide support services during the Warranty Period based on Cognyte's applicable Support Plan.

All warranties and the Customer's remedies hereunder are solely for the benefit of the Customer and shall not extend to any other entity whatsoever. The Customer shall be solely responsible for the selection, use, efficiency and suitability of the relevant equipment. This warranty shall not apply if the System or any part thereof has been damaged by improper operation or maintenance, misuse, accident, fault or negligence or has been subject to the opening of any sealed components without Cognyte's prior written approval.

The warranties provided herein constitute Cognyte's sole and exclusive liability for defective or non-conforming product, software and services and shall constitute the Customer's sole and exclusive remedy for the same. Unless otherwise explicitly stated in Cognyte's proposal, all express or implied conditions, representations and warranties, including, without limitation, any implied warranty or condition of merchantability, satisfactory quality or fitness for a particular purpose, are disclaimed, except to the extent that such disclaimers are held to be legally invalid.

### 1.2.3 Proprietary Information

All rights in and to the software, hardware and the documentation supplied as part of or in connection with the System and/or any other deliverables supplied by Cognyte are owned and will be retained exclusively by Cognyte and/or its affiliates and/or its suppliers. Nothing in this proposal shall be deemed to grant to Customer any rights in or to patents, copyrights, proprietary information, trade secrets or other intellectual property of Cognyte and/or its affiliates and/or its suppliers. Customer shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the deliverables supplied in connection herewith.

### 1.2.4 Software Licenses

If software item is to be supplied by Cognyte as part of this proposal, Cognyte will grant to Customer a non-exclusive and non-transferable license to use all software that is embedded in the System, to the extent required to use and operate the System pursuant to the terms of this proposal.

Cognyte may initially provide Customer with a temporary license for the abovementioned software. Upon full payment for the System, Customer will be provided with a permanent license for said software (as applicable).

Restrictions on Use: Customer shall not, without Cognyte's written permission (i) use or permit the use of the licensed software and/or the respective documentation for any purpose or use other than for the operation of the System in accordance with its intended use, i.e. neutralizing and preventing terror, crime and cyber threats; (ii) transfer, export, resell, ship or divert the licensed software and/or the documentation to any third party; (iii) modify, reverse engineer, disassemble, or decompile the licensed software in any form or by any means; or (iv) copy the licensed software and/or the documentation, except that Customer may make one copy of the licensed software for back-up purposes.

Cognyte may terminate such licenses if any licensing provisions mentioned herein are breached and the same is not remedied within thirty (30) days after receipt of written notice. If a license is terminated for any reason whatsoever, the Customer shall immediately return the licensed software and documentation to Cognyte without retaining any copies thereof.

## 1.2.5 Grant of Right to Use

In case subscription(s) to certain services are ordered from Cognyte under this proposal (collectively, the "Services"), Customer will be granted a non-exclusive, non-transferable, non-assignable, time-limited (as detailed in this proposal) right-to-use with respect to such services.

Restrictions on Use: Customer shall not, without Cognyte's written permission (i) use or permit the use of the Services or any portion thereof for any purpose other than its intended use, i.e., neutralizing and preventing terror, crime and cyber threats; (ii) allow others to install, access and/or use the Services or any portion thereof by rental, lease, transfer, sub-license or any other method; (iii) transfer, export, resell, ship or divert the Services or any portion thereof to any third party; (iv) modify, reverse engineer, disassemble, or decompile the Services or any portion thereof in any form or by any means.

Cognyte may terminate the Services if any provisions mentioned herein are breached and the same is not remedied within thirty (30) days after receipt of written notice.

## 1.2.6 Late Payment

Time is of the essence in all payment terms. Any amounts not paid to Cognyte when due shall bear interest at the rate of nine percent (9%) per annum, or the maximum legal rate if less, commencing with the payment due date. Customer shall reimburse Cognyte for all costs of collection, including reasonable attorneys' fees. This Section is without prejudice to any other rights and remedies available to Cognyte under any contract or law.

## 1.2.7 Taxes

The prices in this proposal do not include any customs, duties, value added tax, general sales tax and/or any other similar taxes and assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by Customer.

## 1.2.8 Limitation of Liability

In no event will either Party be liable for any incidental, special, or consequential damages arising out of or relating in any way to this proposal or any deliverables to be supplied in connection herewith (including, without limitation, damages for lost information, lost savings, lost profits or business interruption), even if such Party has been informed, is aware, or should be or has been aware, of the possibility of such damages. In no event will either Party be liable in damages or otherwise in excess of the value of this proposal. Liability for damages will be limited and excluded, even if any exclusive remedy fails of its essential purpose.

### 1.2.9 Confidentiality and Non-disclosure

Each Party agrees that it shall use the same degree of care and means that it utilizes to protect its own Confidential Information of a similar nature, but in any event not less than reasonable care and means, to prevent the unauthorized use or the disclosure of the other Party's Confidential Information to third parties. The Confidential Information may be disclosed only to employees or contractors of a recipient on a "need to know" basis, who are instructed and agree not to disclose or use the Confidential Information for any purpose, except as set forth herein. Each Party shall have appropriate written agreements with any such employees or contractors sufficient to allow it to comply with the provisions herein. Each of the Parties further agrees to make no use of such Confidential Information except as expressly permitted herein. These obligations shall survive the expiration or termination of any agreement between the parties.

The term "Confidential Information" shall include any and all confidential and/or proprietary information, technology and know-how, commercial and business information, related to either Party and/or its affiliates, its suppliers and its products which is disclosed in whatever form by one Party to the other, including but not limited to any and all research, products, developments, inventions, processes, algorithms, specifications, prototypes, modules, designs, demos, analyses, computer programs, code, methods, techniques, notes, drawings, engineering, marketing and customer information, financial information, pricing materials, projections and any other data or information of a confidential nature.

Exceptions. Confidential Information of a Party shall not include, and the foregoing obligation shall not apply to data or information which the receiving party can demonstrate: (i) was in the public domain at the time it was disclosed or thereafter falls within the public domain, through no fault of the receiving party; (ii) was disclosed after written approval of the disclosing party; (iii) becomes known to the receiving party without restriction of confidentiality from a third party not in violation of any contractual, legal or fiduciary obligation; or (iv) is furnished to a third party by the disclosing party without an obligation of confidentiality. Nothing in this proposal shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the receiving party shall (a) assert the confidential nature of the Confidential Information to the agency; (b) to the extent legally permitted, immediately notify the disclosing party in writing of the agency's order or request to disclose; and (c) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Exceptions (i) through (iv) shall not permit receiving party to disregard the obligations of confidentiality herein merely because individual portion(s) of the Confidential Information may be found within such exceptions, or because the Confidential Information is implicitly but not explicitly disclosed in information falling within such exceptions.

## 1.2.10 Access Rights

Cognyte's commitments related to performance of services, including (without limitation) response times for support requests, are conditioned upon the assumption that Customer will provide system access rights, including remote access, to authorized Cognyte personnel, including, without limitation, access to Customer's live systems in production. Customer acknowledges that by providing Cognyte with such access rights, if applicable, it is aware that Cognyte authorized personnel may be exposed to Customer's confidential or proprietary information including, but not limited to, personally identifiable information (collectively, "Customer Data"). Customer consents to the disclosure of Customer Data to Cognyte and provides Cognyte with consent to use the Customer Data for the limited purpose of carrying out the tasks relating hereto. Such consent is conditioned on the Customer Data being maintained as the Confidential Information of Customer. Customer represents and warrants it has all rights and consents necessary from its end customers and other third parties to grant such access rights for the purposes specified herein and in compliance with the terms and conditions hereof. In addition, Customer is solely responsible for securing any privacy-related rights and permissions from Customer's employees, end customers and/or other relevant third parties, as may be required under applicable law or compliance obligations. For the avoidance of doubt, Cognyte does not warrant that its performance of services will be free from interruptions to Customer's respective systems. This proposal is subject to the terms and conditions of Cognyte's Data Processing Addendum, which is available on Cognyte's website or will be furnished to Customer upon request.

### 1.2.11 Force Majeure

Except for obligations of confidentiality and payment, neither Party shall be liable for any delay or failure in performing hereunder if caused due to circumstances beyond the reasonable control of such Party, including force of nature, war, riot, civil action, terrorism, labor dispute, failure of telecommunication systems or utilities, non-availability of spare parts in the market and the like. Performance shall be deferred until such cause of delay is removed, provided that the delayed Party shall promptly notify the other Party of such circumstances.

### 1.2.12 Compliance

The usage of the System and/or services proposed hereunder is limited at all times to the purpose of neutralizing, investigating or preventing terror and crime, in accordance with applicable law.

Considering the functionality of the System and/or services offered in this proposal and their intended use, each party shall comply with any and all applicable laws and regulations of the territories in which its activities in connection herewith are to be performed, as well as with the United Nations' human rights standards, including without limitation, with regards to privacy, computer law and other requirements which their breach may result in human rights violations, contradicting applicable international and local standards.

Each party shall indemnify, defend and save the other party harmless from its failure to comply with the terms hereof.

Cognyte may terminate this proposal and/or the licenses and/or services offered under this proposal or any part thereof immediately by written notice for cause, which shall include: (a) inclusion of elements in the Customer and/or the respective end user in a local or international sanctions or embargo list; (b) publications or other evidence indicating that the Customer and/or the respective end user has engaged in illegal conduct and/or is in breach of the undertakings set forth in this clause in connection with performance related to the System and/or services proposed hereunder.

### 1.2.13 End Use and Export and Import Licenses

The sale and implementation of the products offered in this proposal may be subject to and dependent on receiving an export license by Cognyte and/or an import license by Customer from the relevant authorities. Also, in case of termination, suspension or alteration of a granted license by the relevant authority, the supply of said products and/or related services will be terminated or otherwise affected accordingly. Any circumstances related to refusal, termination, suspension or the like with respect to an export license, which hinder or impede any of the parties to fulfill its obligations, shall be deemed a force majeure event.

In order to avoid any doubt, this proposal is hereby provided subject to the condition that the deliverables offered herein shall be used exclusively by the designated end user customer and not transferred to any third party.

### 1.2.14 Entire Agreement

The terms of this proposal may be amended only by written agreement signed by the duly empowered representatives of both Parties. For the avoidance of any doubt, in the event that the Customer issues a purchase order ("PO") pursuant to this proposal, and in the event that the terms and conditions contained in any such PO (including any pre-printed or other terms on the PO) contradict in anyway and/or add to the terms and conditions of this proposal, the terms and conditions of this proposal shall prevail, and such PO terms shall be inapplicable.