



Terms & Conditions

Article 1 -- PRICING AND ORDERING

1. Pricing is set forth as provided in a formal, enumerated quotation, by an authorized StarChase representative.

- (1) Prices are fixed for the initial term of the Agreement.
- (2) Prices for additional engineering/installation services other than those specified in an enumerated quotation; needed to install or operate StarChase equipment and/or other accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates.

2. Product refers herein to all StarChase related launcher systems, hardware, component, and accessories.

3. Service(s) refers herein to all StarChase related technical services, support, maintenance, training, web-based mapping, cloud-based storage, or proprietary applications.

4. The Product Code refers to the alphanumeric identifier of all StarChase Products and Services.

5. Product Description refers to the specific StarChase Products and Services being provided.

6. Manufacturers Suggested Retail Pricing (MSRP): refers to the standard price offered to the Customer without any additional discounts.

7. Extended Price. refers to the final offered price to the Customer per specified Products and Services line item after discounts have been applied.

8. Purchase Orders. Customer shall purchase only those Products/Services set forth on Orders duly issued by an authorized representative of Customer's Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product/Service listed thereon:

- (1) Product Code
- (2) Product Description.
- (3) Quantity ordered.
- (4) Extended Price per line item
- (5) Grand Total of purchase

(6) Shipping instructions with delivery destination and one or more points of contact clearly marked "to the attention of:"

9. Purchase Orders shall be submitted to StarChase in writing and may be sent electronically by facsimile, or by mail. Scanned electronic delivery is the preferred method.

10. Purchase Order Acceptance. Unless the Customer is notified to the contrary, in writing, within fifteen (15) days following the day StarChase's financial department receives an Order from the Customer. StarChase will be deemed to have accepted the Order for the specified Products/Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by the Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2 – SHIPMENT AND DELIVERY

1. Packing - Unless otherwise agreed in writing by the Parties, all Products shall be prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2. Shipping - Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior written approval from the Customer. In the absence of shipping instructions, StarChase shall select a carrier.

3. Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by the Customer. Unless otherwise agreed upon in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Origin (Virginia Beach, Virginia), whereupon all risk of loss, damage, or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3 – ACCEPTANCE BY CUSTOMER

In General, unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article (3). The provisions of this Article (3) will also apply to all replacement Products.

1. StarChase Installation. Acceptance of Products and Services that StarChase is responsible for installing shall occur upon the following:

(1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written

specifications in effect at the time of delivery; and successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

2. Customer Installation (StarChase Certified Customer fleet technicians or StarChase Certified Customer third-party upfitters). With respect to Products and Services which are Customer's responsibility to successfully complete, Customer will have a period of fifteen (15) days from receipt of Product by Customer to test such Products to assure that they:

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
- (2) successfully demonstrate that they meet the Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.
- (3) unless StarChase has been notified by the Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by the Customer at the end of the fifteen (15) days' time period.

3. Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair, or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article (3).

4. Required Certified Installation – Installation of StarChase Hardware must be performed by a StarChase Certified technician, StarChase Certified customer agency technician, or StarChase Certified third-party technician. Installations performed by any technician that is not StarChase Certified will immediately void the original or extended warranty of StarChase hardware.

5. Guardian-HX hand-held product, Customer Acceptance is defined as successful receipt of product in good working order (see Article 2 SHIPMENT AND DELIVERY).

Article 4 -- BILLING AND PAYMENT

In general, all invoices will be submitted to the Customer provided "Bill To" address on each original Purchase Order as required.

1. Billing (Product) - StarChase will invoice Customer for all Products (hardware) at the time of shipment. StarChase will provide an invoice for each Order containing the following information:

- (1) Product Code
- (2) Product Description
- (3) Product quantity ordered

- (4) Delivery Destination
- (5) Purchase Order Number
- (6) Extended Purchase Price for each Product
- (7) Total Purchase Price (Products)
- (8) Applicable Taxes (Products)
- (9) Shipping Charges

2. Billing (Services) – StarChase will invoice Customer for all Service-related Products (installations, training, maintenance labor) upon rendering. StarChase will provide an invoice for each Order containing the following information:

- (1) Product Code
- (2) Product Description
- (3) Product quantity ordered
- (4) Purchase Order Number
- (5) Extended Purchase Price for each Service-related Product
- (6) Total Purchase Price (Services)
- (7) Applicable Taxes (Services)

3. Total Solutions Package (TSP). Annual Subscription is applicable per launcher on an annual basis. TSP Term begins 30 days upon receipt of Hardware by Customer.

4. Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Product within thirty (30) days of Customer's receipt of the Invoice, therefore.

Article 5 – OBLIGATIONS OF CUSTOMER

1. Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the hardware systems and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing.

2. Customer agrees to promptly notify StarChase of any transfer of hardware units to other vehicles and agrees to obtain the required transfer kit in order to maintain product warranty.
3. Customers agree to comply with Guardian-HX Operating Manual. Failure to follow all safety precautions and handling requirements may result in forfeiture of warranty claims.
4. Required Installation Checklists. Customers agree to provide all pre-and-post vehicle information and installation checklists (per vehicle). Further, the Customer agrees to provide written notification of any vehicle launcher system transfers (and to purchase necessary transfer kits) with the aforementioned checklists provided post-installation.
5. Customers agree to return the used rounds (GPS and Training) within 30 days upon request by the StarChase Service & Delivery Department. Continual non-compliance will result in a delay of future replenishment rounds.

Article 6 – LIMITED WARRANTY

1. Limited Warranty. StarChase hereby represents and warrants that StarChase Hardware will be free from manufacturing defects and in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery and:

- (1) is authorized to manufacture and sell StarChase Hardware and any third-party hardware used in the assembly thereof.
- (2) is authorized to utilize the StarChase firmware and any third-party firmware embedded in StarChase Hardware to Customer.
- (3) affirms that all Products provided are genuine and authentic.
- (4) Products are new and unused (may contain remanufactured components that will operate as new).
- (5) Customers are responsible for all labor costs associated with warranty claims.

2. Limited Warranty Period. StarChase provides a limited one-year warranty on each new Product purchased. Limited Warranty period begins as follows:

- (1) Guardian-VX – upon successful installation of each new system or within 30 days of receipt of hardware; whichever comes first.
- (2) Guardian-HX – upon Customer receipt

3. Extended Warranty. Customers may purchase additional years of extended warranty coverage under the same provisions provided under this Article (6) during years 2-5 (beginning with the initial one-year warranty start date) either.

- (1) at the time of initial purchase
- (2) annually during TSP Renewal but prior to expiration of existing term

- (3) or multiple years in advance at any given time during an existing term which Products are under warranty
- (4) additional warranty options (beyond year 5) will be determined on an individual case basis

4. Installation/Maintenance Warranty Remedies. If upon installation (Guardian-VX) or customer acceptance (Guardian-HX) the StarChase Hardware and/or StarChase firmware is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, the warranty periods specified in (2. and 3.) The above will be extended for the period it takes StarChase (or Authorized Contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost, and expense, promptly adjust, repair, or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

5. Replacement Parts. Any replacement of StarChase Hardware or part during the warranty period will be comparable in function and performance to the replaced original StarChase Hardware or part. Customer responsibilities include:

- (1) prompt return of the warranted Hardware or part.
- (2) StarChase is responsible for the shipping charges associated with the warranted replacement of Hardware and parts shipped to customer as part of the limited warranty service.
- (3) Service to StarChase Hardware must be performed by a direct StarChase certified technician, StarChase certified customer technician, or StarChase certified third-party technician.
- (4) Customer will not make any returns to StarChase without first obtaining a written Return Merchandise Authorization (RMA) number by emailing support@starchase.com
- (5) All Products for return shall be marked with an RMA number issued by StarChase to enable tracking.
- (6) Customers will be invoiced with the purchase price of defective equipment not returned within 30 days of RMA initiation date.

6. Returns / Refunds. Products purchased from StarChase will be accepted for return without a restocking fee if received within thirty (30) days after receipt and subject to the terms herein. Products older than 30 days will be subject to a 35% restock charge, less the full purchase price. Custom and discontinued items are non-returnable/refundable.

To submit a Return Request:

- (1) email support@starchase.com to obtain Return Merchandise Authorization (RMA).
- (2) An original purchase order number must be provided along with a brief explanation for return / refund request.

- (3) customer will receive request acknowledgement within 24 hours of submission (upon return approval an RMA number will be issued).

Return Material Handling:

- (1) Please include a copy of the Return Authorization form with the merchandise being returned.
- (2) Returns must be in original packaging and condition.
- (3) Material must be packed in a manner that will protect it from damage in transit.
- (4) Material received by StarChase that is not in its original condition may be subject to a restocking fee or deemed non-returnable.
- (5) Return shipping costs are the responsibility of the customer.
- (6) Traceable shipping methods are required such as UPS or FedEx. Always retain a record of the tracking number(s).
- (7) Lost packages and freight claims are the responsibility of the customer.

Return Material Credit:

- (1) Returned material is subject to inspection. After material confirmation, credit will be issued within 30-45 days.
- (2) If possible, credit will be issued in the same manner as the original payment method.
- (3) Damaged material may not receive full credit.
- (4) Materials returned, not in original or unused condition, will be subject to a restock charge and/or deemed non-returnable.

8. Restrictions on Warranty. StarChase Limited Warranty is non-transferable. The limited warranties set forth in this Article (6) do not apply under the following:

- (1) a product subject to misuse, accident, neglect, or damage.
- (2) interoperation with third party products not recommended or approved by StarChase in writing.
- (3) Any maintenance performed by a non-StarChase Certified technician without the expressed written consent and at the discretion of StarChase.
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which StarChase Products were not designed; or Customer's failure to implement all previously supplied firmware or physical hardware updates.

9. Batteries / Charging Systems. Batteries and charging systems are excluded from this warranty but carry their own separate limited Mfg. warranty.

10. Any alteration of the Guardian-VX or Guardian-HX original manufactured product or third-party components (compressors, launcher, batteries, or accessories) or use of

unauthorized internal and external components and attachments without written consent and at StarChase's discretion will void the warranty.

Article 7 – INDEMNIFICATION

1. Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with.

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

The customer shall be entitled to participate in the defense of any such claim at its own expense, including its attorney's fees for which StarChase will not be responsible.

2. Remedies. If Customer is enjoined, or is otherwise prohibited, from using StarChase Products, because of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense.

- (1) modify StarChase Products so that they become non-infringing and non-violative, without diminishing the usefulness of StarChase Products to customer.
- (2) procure for Customer the right to make continued use thereof; or
- (3) if neither (1) or (2)) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

3. Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase.

- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed.
- (3) use of any older version of the StarChase firmware when use of a newer StarChase revision made available and known to Customer would have avoided infringement.
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval.
- (5) any unique custom StarChase application made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE FOREGOING PROVISIONS IN PARAGRAPHS 1, 2, AND 3 OF ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

4. Mutual. The Parties agree to be legally and financially responsible for their own errors or omissions and those of their respective officers, employees and agents. Each Party reserves and preserves the right, however, to seek indemnification or contribution from the other to the extent those remedies are available and applicable under the law. Nothing in this Agreement contractually obligates either Party to indemnify the other, nor does this Agreement waive either Party's ability to seek indemnification from the other to the extent provided for by law. :

5. Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to firmware embedded in the StarChase Hardware and Third-Party Products to the extent such indemnification may be passed through to Customer.

Article 8 -- FORCE MAJEURE

In general, StarChase shall not be liable for delays or lack of performance if the failure to fulfil this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

1. Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9 – DISPUTE RESOLUTION

Mindful of the cost in time, energy, and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedures for the resolution of a dispute shall be as follows:

- (1) **Informal Negotiation.** The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.
- (2) **Formal Mediation .** if such informal negotiations do not result in resolution of the dispute, either party may declare an impasse and initiate further settlement negotiations by delivery to the other of a written notice requesting that further settlement negotiations be conducted in the more formal setting of a non-binding mediated settlement conference. In that notice, the initiating party shall provide the names of three qualified mediators certified by the State of North Carolina. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response identifying its choice of a mediator from the three names provided by the initiating party. The Parties shall endeavor to hold a mediated settlement conference at a mutually agreeable date, place, and time within forty-five (45) days thereafter (unless otherwise agreed to by the parties). The mediated settlement conference shall be conducted pursuant to the North Carolina Rules for Mediated Settlement Conferences and Other Settlement Procedures for Superior Court Actions. .

1. **Civil Action in a Court of Law:** If the mediated settlement conference fails to result in a settlement of the dispute (i.e., results in an impasse), either Party may initiate a civil action to enforce its rights under this Agreement. Both Parties desire to minimize the expense and delays that often accompany litigation. As such, both Parties agree that in the event it is necessary to institute a civil action, that both Parties shall waive their right to a trial by jury and will consent to a bench trial presided over by a single Judge. In that same vein, the Parties agree that punitive damages and/or treble damages shall not be sought or recoverable. The Parties further agree that the discovery period in any such civil action (including all written discovery requests and depositions) shall be limited in duration to one-hundred and eighty (180) days from the date the last responsive pleading is filed as to the original Complaint and/or any Counterclaim. All civil actions will be initiated in the General Court of Justice, Superior Court Division of Guilford County, North Carolina (Greensboro Division).

2. **Specific Enforceability.** The parties may prevent violations or enforce the provisions of this Agreement through all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief but only to the extent provided for and permissible by law. The Parties agree that any party may apply to any court of law or equity, which is of competent jurisdiction, for equitable relief including specific performance or other equitable relief to enforce or prevent any violations of this Agreement. Civil actions seeking this relief shall be filed in the Superior Court Division of Guilford County, North Carolina and North Carolina law shall control.

3. **Injunctive Relief.** To the extent provided for and permissible by law each Party shall be entitled to seek injunctive relief against the other Party resulting from any such breach or threatened breach by the other Party. Injunctive relief shall be pursued in the General Court of Justice, Superior Court Division of Guilford County and North Carolina law shall control. The Parties' respective rights hereunder shall not in any way be construed to limit or restrict their right to seek or obtain other damages or relief under this Agreement or under applicable law. While both Parties to this Agreement preserve the right to seek injunctive relief, the award of such relief shall be left to the discretion of the presiding judge

4. **Cumulative Remedies.** No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

5. **Attorney's Fees.** To the extent provided for and permissible by law, the prevailing party shall be entitled to seek its reasonable attorney's fees and court costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph. While both Parties to this Agreement preserve the right to seek attorney's fees and costs of court, the award of such fees and costs shall be left to the discretion of the presiding judge.

ADDENDUM A

GUARDIAN-VX

VEHICLE MOUNTED LAUNCHER



SYSTEM COMPONENTS - 90010300

1. Launcher
2. Control Panel
3. Micro-Compressor
4. Computer Box
5. Remote Key Fob
6. Round Insertion Tool
7. GPS Rounds - Unlimited per Annual TSP
Training Rounds (4) Initial System Purchase

ADDENDUM A

GUARDIAN-HX

HAND-HELD LAUNCHER



SYSTEM COMPONENTS - 90020201

1. Launcher
2. Pelican 1720 Rifle Case w/Custom Foam Insert
3. Mini Micro-Compressor
4. Mag Battery Pack (2)
5. Red-Dot Optic Sight
6. Round Insertion Tool
7. Single Point Sling
8. Mini Micro-Compressor Charger
9. Battery Mag Charger
10. GPS Rounds - Unlimited per Annual TSP
Training Rounds (4) Initial System Purchase

ADDENDUM A



MAPPING ACCESS & DATA

All Customer data transactions performed within the CoreView mapping platform (including API integrations) are hosted on AWS GovCloud Compliant infrastructure. StarChase does not capture or store any Personal Identifiable Information (PII) at any time.

(1) GPS Module Datapoints captured: Latitude/longitude, speed, battery life (% remaining).

(2) Data is secured while in transition and at rest via the following security/encryption methodologies:

- Data in Transit: HTTPs & TLS1.2
- Data at Rest: AES 256Bit
- Passwords: SHA 256bit-1 w/Salt

(3) Data is stored/encrypted in AWS GovCloud Compliant infrastructure with redundancy and failover mechanisms predetermined.

(4) Data is retained by default, for a period of 3 years unless otherwise stated in writing by the Customer. Specific terms of retention that deviate from this standard must be agreed upon in writing and executed by authorized signatures from Customer agency and StarChase. Once the retention period has expired, agency data is deleted from all storage resources.

(5) StarChase's CoreView Mapping Platform is web-based. No proprietary software or plugins are required. CoreView is viewable on any internet accessible device with StarChase provided login credentials.

(6) StarChase will provide, upon request, certified copies of historical downloads for court admissibility purposes.

(7) CoreView accessibility levels (track only, standard, and super-user) are determined by Customer Super User (predetermined Customer POC).

(8) CoreView's "Share View" feature allows Customer users to share an active event with outside agency POC's via an email weblink. Accessibility is solely dependent on the Customer and the sharing agency's Internet connectivity and security policies.

(9) Cross-jurisdictional access to CoreView requires a fully executed agreement between direct StarChase Customer agencies - specifically named.

(10) Access to CoreView real-time mapping platform and to historical data requires an "active" Customer status (Annual subscription - TSP paid in full).

(11) Customer Termination must be done in writing. Customers will have a period of 30 days to download historical data prior to it being deleted by StarChase. StarChase will not be responsible for any data that is not retrieved prior to or after this date.

ADDENDUM A

TOTAL SOLUTIONS PACKAGE (TSP)

An annual TSP (1-5 year options) is required for each launcher system in order to maintain an active account status. Annual TSP provides the following:

- (1) Unlimited GPS rounds
- (2) Fixed-cost annual subscription per system (Customer is not responsible for any data charges incurred by StarChase).
- (3) Initial purchase training rounds per launcher system: (4) for Guardian-VX and (4) for each Guardian-HX purchased.
- (4) Annual TSP Renewal training rounds are allocated per launcher system: (2) per Guardian-VX and (2) for each Guardian-HX.
- (5) TechSupport
- (6) Unlimited number of user access credentials to CoreView real-time mapping
- (7) Unlimited data storage
- (8) Unlimited Case analysis and downloads
- (9) Unlimited Downloads of StarChase AppTrac application (Mobile Mapping, Round Registrations, and Share Map Speed Lists provided at no cost.

ADDENDUM A

STANDARD SCOPE OF WORK (GUARDIAN-VX)

1. Vehicle Launcher System (4 components / 2 accessories):

- (1) launcher (either in-grille or on push bumper)
- (2) micro-compressor (under hood mount)
- (3) computer box (under hood mount)
- (4) control panel (interior console or other specified location inside the vehicle)
- (5) Remote Key Fob
- (6) Round Insertion/Removal Tool

2. Installation – performed on-site by StarChase employed technicians. Agency fleet technicians or third-party upfitter on-site training and certification will be provided if requested prior to installation date. A customer agency is provided a Certificate of Insurance (COI) upon written request by customer agency with appropriate recipient/entity information, prior to or after receipt of purchase order. Vehicle Checklists, post-installation documents, and installation guide provided upon completion. Additional system specification sheets provided to the agency's designated StarChase Program Manager and fleet services manager or third party upfitter. The Guardian-VX system is designed to easily repair or replace individual components – individual component price list provided upon request.

3. Train the Trainer Module (2 components):

(1) On-site training is conducted by certified StarChase Trainers, this includes classroom and behind-the-wheel training which is pre-planned with designated Customer contact (typically EVOC Instructor). Coordination includes review of Customer agency training and safety guidelines, StarChase Operator Training Syllabus (classroom and practical on-track/controlled environment system use), and EVOC policy review to ensure conformity by StarChase trainers. Complete instruction of registering GPS tags, daily launcher inspections, effective system use, and CoreView mapping (view/administrative use, case analysis, and downloading). Evolution: 1 day (may be extended if the number of operators exceeds 8 per session). Training rounds provided for entire evolution. Certification testing is required by all trainers during the classroom phase. Operator certification credentials provided upon successful completion by certified agency trainers.

(2) Dispatch training: coordinated classroom review for dispatchers, communication managers, and RTCC personnel of CoreView mapping features and functions. Evolution: 1/2 day.

GUARDIAN-HX Handheld Launcher Training is a 45 minute virtual online training module that reviews basic operation, safety, and user manual. Training where vehicle based systems are procured, handheld training is conducted on-site at no charge.

ADDENDUM - B

DESCRIPTION OF GOODS AND SERVICES

1. GUARDIAN-VX - VEHICLE MOUNTED LAUNCHER - 90010300

Contractor will provide a complete GPS launching system (vehicle based) per quantity specified via StarChase provided quote and customer PO. This device is intended for short term exigent suspect tracking and propels a GPS Round from an officer's vehicle to a suspect's vehicle.

Vehicle Launcher System (4 components / 2 accessories):

- (1) launcher (may be installed in-grille or on a push bumper)
- (2) micro-compressor (under hood mount)
- (3) computer box (under hood mount)
- (4) control panel (interior console or other specified location inside the vehicle)
- (5) Remote Key Fob
- (6) Round Insertion/Removal Tool

2. GUARDIAN-VX Total Solutions Package (TSP) - 23-SC-TSP-TX (X=Term Specific)

The contractor will provide the following services per launcher system during the term specified in the customer's contract. **CoreView real-time mapping** is a web-based tracking platform from which officers may view the geo-location position, speed, and remaining battery life of deployed GPS rounds.

- (1) Unlimited GPS rounds
- (2) Fixed-cost annual subscription per system (Customer is not responsible for any data charges incurred by StarChase).
- (3) Initial purchase training rounds per launcher system: (4) for Guardian-VX and (4) for each Guardian-HX purchased.
- (4) Annual TSP Renewal training rounds are allocated per launcher system: (2) per Guardian-VX and (2) for each Guardian-HX.
- (5) Tech Support
- (6) Unlimited number of user access credentials to ***CoreView** real-time mapping
- (7) Unlimited deployment data storage
- (8) Unlimited deployment case analysis and downloads
- (9) Unlimited downloads of StarChase AppTrac application (Mobile Mapping, Round Registrations, and Share Map Speed Lists provided at no cost.

***Please see Addendum A – Page 3 of 5 for CoreView Mapping Details.**

3. **GUARDIAN-VX On-Site Dispatch and Operator Train the Trainer Module - 23-SC-TRAIN**

(1) On-site training is conducted by certified StarChase Trainers, this includes classroom and behind-the-wheel training which is pre-planned with designated Customer contact (typically EVOC Instructor). Coordination includes review of Customer agency training and safety guidelines, StarChase Operator Training Syllabus (classroom and practical on-track/controlled environment system use), and EVOC policy review to ensure conformity by StarChase trainers. Complete instructions of registering GPS tags, daily launcher inspections, effective system use, and CoreView mapping (view/administrative use, case analysis, and downloading). Evolution: 1day (may be extended if the number of operators exceeds 8 per session). Training rounds provided for entire evolution. Certification testing is required by all trainers during the classroom phase. Operator certification credentials provided upon successful completion by certified agency trainers.

(2) Dispatch training: coordinated classroom review for dispatchers, communication managers, and RTCC personnel of CoreView mapping features and functions. Evolution: 1/2day.

Note: GUARDIAN-HX Handheld Launcher Training is a 45-minute virtual online training module that reviews basic operation, safety, and user manual. Training where vehicle-based systems are procured, handheld training is conducted on-site at no charge.

4. **GUARDIAN-VX Vehicle Installation - 23-SC-INSTALL**

Contractor Installation – is performed on-site by StarChase employed technicians. Agency fleet technicians or third-party upfitter on-site training and certification will be provided if requested prior to installation date. The customer agency is provided with a Certificate of Insurance (COI) upon written request with the appropriate recipient/entity information, prior to or after receipt of purchase order. This evolution requires installing all components within each vehicle and testing for proper operation.

- (1) launcher (may be installed in-grille or on a push bumper)
- (2) micro-compressor (under hood mount)
- (3) computer box (under hood mount)
- (4) control panel (interior console or other specified location inside the vehicle)

VehicleChecklists, post-installation documents, and installation guides are provided upon successful completion of the specified number of installations purchased by the customer. Additional system specification sheets will be provided to the agency's designated StarChase Program Manager and fleet services manager and/or third party upfitter.

5. GUARDIAN-VX 12 Month Limited Manufacturer Warranty Extended (Optional Years 2-5 of System Life Cycle) - 23-SC-WARR-12-YRX

Limited Warranty. StarChase hereby represents and warrants that StarChase Hardware will be free from manufacturing defects and in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery and:

- (1) is authorized to manufacture and sell StarChase Hardware and any third- party hardware used in the assembly thereof.
- (2) is authorized to utilize the StarChase firmware and any third-party firmware embedded in StarChase Hardware to Customer.
- (3) affirms that all Products provided are genuine and authentic.
- (4) Products are new and unused (may contain remanufactured components that will operate as new).
- (5) Customers are responsible for all labor costs associated with warranty claims.

Limited Warranty Period. StarChase provides a limited one-year warranty on each new Product purchased. Limited Warranty period begins as follows:

- (1) Guardian-VX – upon successful installation of each new system or within 30 days of receipt of hardware; whichever comes first.
- (2) Guardian-HX – upon Customer receipt

6. GUARDIAN-HX Handheld Launcher System - 90020201

Contractor will provide a complete GPS launching system (handheld based) per quantity specified via StarChase provided quote and customer PO. This device is intended for short term exigent suspect tracking and propels a GPS round from an officer's fixed position to a suspect's vehicle.

Handheld Launching System Consists of:

1. Launcher
2. Pelican 1720 Rifle Case w/Custom Foam Insert
3. Mini Micro-Compressor
4. Mag Battery Pack (2)
5. Red-Dot Optic Sight
6. Round Insertion Tool
7. Single Point Sling
8. Mini Micro-Compressor Charger
9. Battery Mag Charger
10. GPS Rounds - Unlimited per Annual TSP Training Rounds (4) Initial System Purchase

7. GUARDIAN-HX Total Solutions Package (TSP) - 23-SC-HH-TSP-X (Term Specific)

The contractor will provide during the term specified in customer's contract the following services per launcher system purchased:

- (1) Unlimited GPS rounds
- (2) Fixed-cost annual subscription per system (Customer is not responsible for any data charges incurred by StarChase).
- (3) Initial purchase training rounds per launcher system: (4) for Guardian-VX and (4) for each Guardian-HX purchased.
- (4) Annual TSP Renewal training rounds are allocated per launcher system: (2) per Guardian-VX and (2) for each Guardian-HX.
- (5) Tech Support
- (6) Unlimited number of user access credentials to ***CoreView** real-time mapping
- (7) Unlimited deployment data storage
- (8) Unlimited deployment case analysis and downloads
- (9) Unlimited downloads of StarChase AppTrac application (Mobile Mapping, Round Registrations, and Share Map Speed Lists provided at no cost.

***Please see Addendum A – Page 3 of 5 for CoreView Mapping Details.**

8. GUARDIAN-HX 12 Month Limited Manufacturer Warranty Extended (Optional Years 2-5 of System Life Cycle) - 24-SC-WARR-HHL-YRX

Extended Warranty holds the same provisions as the initial manufacturer warranty for the specified period (Years 2-5).

TERMS AND CONDITIONS (ADDENDUMS A & B)

SIGNATURE PAGE

Authorized Agency Signature

StarChase Signature

By: Erris Dunston, Assistant Guilford County Manager

Trevor Fischbach, President

Date: _____

Date: _____

7/9/25

Robin B. Keller

Guilford County Clerk to Board

Date: _____

Danny H. Rogers

Guilford County Department Director / Designee

Date: _____

STARCHASE

PO Box 10057, Virginia Beach, VA 23450

Quote# 3008

Valid Until: May 30, 2025

Date: May 06, 2025

Sales Representative: Chris Clayton

Phone:919-810-3011

Email:cclayton@starchase.com

Bill To:

Guilford County Sheriff's Office
301 W. Market St.
Greensboro, North Carolina
United States

NEJ

Ship To:

Lt. Todd Cooke
301 W. Market St.
Greensboro, North Carolina
27401
United States

Product Code	Product Description			Extended Price	Total
90010300	GUARDIAN - VX (1) Vehicle Mounted Launcher System - Black, (1) Interior Console, (1) Remote Key Fob and 12 Month Limited Manufacturer Warranty (labor not included).	4	\$6,499.00	\$5,999.00	\$23,996.00
23-SC-TSP-T3	GUARDIAN - VX Total Solution Package: 36 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Annual Base Rate = \$1353.00	4	\$4,059.00	\$4,059.00	\$16,236.00
23-SC-WARR-12-YR2	GUARDIAN - VX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 2	4	\$ 325.00	\$ 325.00	\$1,300.00
23-SC-WARR-12-YR3	GUARDIAN - VX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 3	4	\$ 375.00	\$ 375.00	\$1,500.00
23-SC-TRAIN	GUARDIAN - VX On-Site Dispatch and Operator Train the Trainer Module, (1) Shot Box 12 included (INCONUS).	1	\$4,000.00	\$2,399.00	\$2,399.00
23-SC-INSTALL	GUARDIAN - VX Vehicle Installation Per Unit (INCONUS).	2	\$ 995.00	\$ 995.00	\$1,990.00

90020201	GUARDIAN - HX Handheld Launcher System. 12 Month Manufacturer Warranty. Includes: Pelican 1720 Rifle Case w/custom insert, (2) Battery Mags & Charger, Red Dot Optic Sight, Single-point sling, (4) Training Rounds, & (2) Live GPS Rounds.	1	\$4,999.00	\$4,600.00	\$4,600.00
23-SC-HH-TSP-3	GUARDIAN - HX Total Solution Package: 36 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Annual Base Rate: \$783.00	1	\$2,349.00	\$2,349.00	\$2,349.00
24-SC-WARR-HHL-YR2	GUARDIAN - HX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 2	1	\$ 250.00	\$ 250.00	\$ 250.00
24-SC-WARR-HHL-YR3	GUARDIAN - HX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 3	1	\$ 350.00	\$ 350.00	\$ 350.00

Subtotal: \$54,970.00
Shipping & Handling: \$ 183.00
Tax:

Grand Total \$ 55,153.00

To review and download a copy of our product terms and conditions, please [Click Here](#)

Customer Name: Guilford County

Signature: _____ Assistant Guilford County Manager

PO No: Issued when contract has been fully executed

Date: _____

Special Notes:

StarChase to install 2 units and certify designated party for remaining installs.



Jan 1, 2025

To Whom It May Concern:

StarChase is the exclusive and sole manufacturer of the StarChase Vehicle Mounted and Hand held tagging and tracking technology. StarChase's technology is a patented product. Unique characteristics make it a stand-alone product in: Electronic/Surveillance (ex: AVL, Automatic Vehicle Location), Law Enforcement Vehicle/Traffic Accessories, and Pursuit Management/ Emergency Products Categories.

Our patented products are solely available through StarChase.

- StarChase is the only law enforcement tool (vehicle mounted/installed and hand-held device) that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation.
- StarChase's real-time tracking technology, provides field visibility to dispatchers and assists officers in coordinating apprehension and/or perform suspect surveillance.
- StarChase provides a secure 'tamper proof' historical data tracking record for later analysis and court admissibility.
- StarChase can be integrated with existing mission critical agency applications (i.e., dispatch CAD environment).
- StarChase's CoreView mapping data can be downloaded to agency servers for indefinite historical record keeping.
- StarChase's products are TAA compliant and built/assembled at their US headquarters in Virginia Beach, VA.

Respectfully Submitted,

Trevor T/schbach

Trevor A. Fischbach, President
StarChase, LLC.



OFFICE OF GUILFORD COUNTY SHERIFF



Memorandum

Date: April 30, 2025
To: Sheriff D.H. Rogers
From: Lieutenant D.T. Cooke
Ref: Equipment

I respectfully submit this memorandum to request the approval to purchase 4 mounted Star Chase GPS systems and 1 portable Star Chase GPS system. The Star Chase System is designed to cut down on vehicle chases while keeping a track on where the fleeing vehicle travels.

The Star Chase system is being used throughout the USA and has had great success. Forsyth County Sheriff's Office has recently purchased 10 units and has had good success with the system. On one occasion Forsyth County deployed one of their Star Chase Darts to a vehicle and discontinued their motor vehicle chase. A short time later they were able to inform us the vehicle was stationary inside of our county. Guilford County Deputies were able to locate the vehicle and arrest two individuals without incident.

I feel with the Star Chase system, the Sheriff's Office will see an increase in narcotics, firearms, and US Currency seizures. With the increase in suspected drug traffickers and violent offenders fleeing from traffic stops, Star Chase combined with Able 1 will assist in locating these offenders in a quick and safe manner. The Star Chase system would also be a great addition to the Real Time Crime Center monitoring system.

The total cost for 4 mounted systems and 1 portable system is ~~\$61,000.00~~ ^{\$57,000 DTC 5/1/25}. This price includes a 3 years Subscription, 3 year extended warranty, On site training, and mounting of all units.

Respectfully submitted,

Lieutenant D.T. Cooke

Captain C.L. Apple



OFFICE OF GUILFORD COUNTY SHERIFF



Major F. Antonelli

Chief Z. Wizeman

Sheriff D.H. Rogers