



November 5, 2019

Public Safety Director - Bruce Campbell
North Royalton Police Department
14000 Bennett Road
North Royalton, Ohio 44133

Dear Director Campbell,

Utility Inc. is honored that your Department is considering our Company to provide its Officers with the BodyWorn™ and Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the service agreement that The North Royalton Police Department intends to enter into with our Company:

1. Price Proposal:

- a. BodyWorn Camera and Vehicle Video & Communications Systems to Support a Total of 35 Officers, 15 Vehicles with Video & Communications Systems, and 1 Interview Room
- b. Period of Agreement = 5 Years
- c. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, and Rebates of (-\$74,600) for a period of Five (5) Years for: **\$247,100**
- d. Attachment A - (Quote 12465) outlines the details of the price proposal, with part numbers and associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

BodyWorn/Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVAILWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Officer (Qty. 35) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. Any Combination of New BodyWorn-Ready Uniforms, not to Exceed a \$200 allotment credit per Officer
- c. Unlimited Existing Uniform Retrofits within 90 Days of Hardware Receipt, per Officer
- d. One (1) Holster Activation Sensor
- e. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- f. AvailWeb Video Management Software and Mapping Interface License
- g. Unlimited Download & Storage – Based on Department's Retention Policy
- h. Smart Redaction Software License
- i. BodyWorn Hardware Refresh at 37th Month of Contract
- j. Installation and Training – Onsite and Online Training Included
- k. Full Warranty

I. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 15) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras
- d. Tablet Video Interface
- e. Installation, Validation, and Configuration
- f. Full Warranty
- g. 24/7 Technical Support for the Life of the Contract (60 Months)

Every Interview Room (Qty. 1) will be equipped with the following:

- a. Rocket IoT™ Control Unit, DVR, and Communications Hub
- b. Two HD Cameras
- c. Interview Room Microphone
- d. Setup, Installation, Validation, and Configuration
- e. Full Warranty
- f. 24/7 Technical Support for the Life of the Contract (60 Months)

For high speed wireless video offload, Utility Inc. will provide one (1) Smart WayPoint. Normally, this is deployed at the primary offload location, or Headquarters. Should the Department wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, for \$3,500/ea. See (7) below for details about Smart WayPoint connectivity.

3. Installation Services: Outside the Scope of this Offer, any Additional Units will be Subject to the Following.

- Daily Rate Charges of \$1359/day are Applied at a Minimum of Two (2) Days for Installs of less than Ten (10) Vehicles, per Scheduled Visit

4. Service Level Agreement (SLA) and Termination for Convenience:

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. Details of the SLA are provided in Attachment (B).

5. Payment Terms and Options for Procurement of Goods: In consideration of the potential partnership between Utility and the North Royalton Police Department we would like to extend the following special payment terms for a direct purchase from Utility with a five-year term.

Direct Payment Option:

Payment 1: Paid Upon Signing of Contract	\$123,550
Payment 2: Paid Upon Receipt of all Hardware	\$61,775
Payment 3: Paid Upon Installation and Training	\$49,420
Payment 4: Paid Upon Final Acceptance and Approval	\$12,355

Total: \$247,100

Finance Payment Option:

Utility is pleased to partner with LCA Inc. to offer the North Royalton Police Department the option to completely upgrade its entire fleet and officer corps with the most advanced technology available to first responders; while spreading the cost over equal annual payments at **0% Interest**.

• Annual Payments in Years 1 through 5:

\$49,420/Yr.

To exercise this option, please complete and submit the application (Attachment C) to the following recipient at LCA:

LCA Inc., Attn: Joe Galo, ph: (800) 800-8098 x5110, email: jgalo@leasecorp.com

6. **Network Connectivity Via Smart WayPoint (Utility Access Point):** The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoint(s). The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the Smart WayPoint to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: (678) 799-0640 / vciera@utility.com

Respectfully,



Inside Sales Manager

Offer Acceptance by Authorized Official:

Title:

Date:

cc. John Watson, Business Manager



Attachment B - Service Level Agreement (SLA)

INTRODUCTION

This service agreement describes the levels of service that (the client) will receive from Utility (the supplier).

Purpose

The client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
North Royalton Police Department	Utility Associates Inc.
14000 Bennett Road	250 E. Ponce De Leon Avenue, Suite 700
North Royalton, Ohio 44133	Decatur, Georgia 30030
	Key Contact: Vincent Chiera Jr. e-mail: vchiera@utility.com phone: 678-799-0640

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter dated November 5, 2019 and will run for the term of the agreement plus any extensions of such agreement. It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty. 35 Supplied by Utility	1
Bluetooth Media Controller	Qty. 35 Supplied by Utility	2



BodyWorn Holster Activation Sensor	Qty. 35 Supplied by Utility	2
AvailWeb	Qty. Unlimited Licenses Supplied by Utility	1
Rocket IoT Control Unit	Qty. 15 Supplied by Utility	2
Rocket IoT Front and Rear HD Cameras (2 Per Vehicle)	Qty. 15 Supplied by Utility	1
In-Car Video Tablet Interface	Qty. 15 Supplied by Utility	2
BodyWorn-Ready Uniforms	\$200 Uniform Allotment Credit, per Officer, Supplied by Utility	3
Rocket IoT Interview Room	Qty. 1 Supplied by Utility	2
Smart WayPoint Access Point	Qty. 1 Supplied by Utility	2

Exclusions

This agreement is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended**
- The client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This agreement does not apply in circumstances that could reasonably be said to be beyond the supplier's control. For instance: floods, war, acts of God and so on.

Regardless of the circumstances, Utility aims to be helpful and accommodating at all times and will do its absolute best to assist the client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The supplier will provide and maintain the system used by the client.

Additionally, the supplier will:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365

- Ensure relevant software, services and equipment are available to the client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the client at all times

Client Responsibilities

The client will use the supplier-provided system as intended.

The support contract between the supplier and the client includes full details of the system and its intended uses.

The client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a client approved third party or supplier provided access point, the client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the client should budget for an increase to their upload speed with their local carrier.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the supplier at all times

GUARANTEED RESPONSE TIMES

When a client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

Response Times

Utility provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by Utility personnel before they become an impact to the performance of the service. For support provided to the customer directly, Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by Utility, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2 and from there to Tier 3, which is on-site technical support from a Utility field engineer.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours

3	4 Hours	4 Hours	8 Hours	16 Hours
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Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's systems are key to daily functions and must be functional in the field.

However, Utility is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor



Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. Help Desk Support Services are available 24 hours a day, seven days a week, operating in Eastern Standard Time. UA shall provide Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby



grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within thirty (30) business days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to



repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which



access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK.

CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** As used herein, the term "Confidential Information" means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 **Non-Disclosure of Confidential Information.** Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is



required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the



confidentiality of such logon identifiers and passwords. Customer agrees to (a) immediately notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 Vendor. The Vendor shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of the Vendor, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by the Vendor under this Contract; and (iii) use by the Vendor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Vendor or a third party) or the incorporation by the Vendor of intellectual property into the Services.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year terms unless either party cancels such renewal by written notice to the other party. Either party may immediately terminate this Agreement in the event that: (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement, (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity. In the event the Agreement is terminated under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. Either party may terminate this Agreement for any reason by providing at least thirty (30) days written notice to the other party. In the event Customer terminates the Agreement under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If UA terminates the Agreement under this provision, Customer is entitled to at least thirty (30) more days use of the Service, for which Customer will be responsible for all Fees. If UA terminates the Agreement and Customer



has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of such termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

(d) The Termination for Convenience Clause asserts that, with thirty (30) days written notice, the customer may rescind its contract for failure to perform, and will be refunded the balance of the contract, prorated for the period of use. Should the contract be cancelled, all video stored in the Evidence Management System will be provided to the Department for transfer to another vendor, in an industry standard format (.mp4).

(e) 3rd Party Financing; Termination. Should customer terminate their agreement with UA, any unused portion of the paid balance to a 3rd party financing company, pro-rated through the period of payment, would be refunded by UA to the customer.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof. .

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications



to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of the client:

Signed: _____

Name: _____

Position: _____

Date: _____

Signed on behalf of the supplier:

Vincent Chiera Jr.

Inside Sales Manager

November 5, 2019