

LENSLOCK, INC. STANDARD TERMS & CONDITIONS

EQUIPMENT & ONLINE SERVICES

1. Equipment. Under this business model, all Equipment is supplied to Client as part of the master agreement and vendor agrees to train, support, and instruct Client in the proper use of the Equipment. Client understands that ALL the LensLock Equipment described on page 2 of this Agreement is included.
2. Shipping Terms. Deliveries of Equipment, title and risk of loss is assumed by LensLock. Title to any software provided with Equipment remains with LensLock and/or its suppliers. Any claims for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. LensLock reserves the right to make partial shipments.
3. Intellectual Property. As between the parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of same, including creating any derivative works by Client or any third party, is strictly prohibited and violates Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to Client the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of the Agreement for purposes of access and use of the videos and audios produced by the Equipment and in compliance with the Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access to all Client video files for internal testing and quality control assurance purposes. It is understood that Client as a government agency is subject to public disclosure laws. In the event of a disclosure request LensLock will work with Client to ensure that any material proposed to be withheld based on proprietary grounds meets an available exemption in Washington law.
4. System Operation and Limitations. Equipment is connected to a digital recorder computer and Client shall not use the computer for any other purpose. Client shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from Client's Equipment for the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall endeavor to only release Client's data only to Client, upon Client's authorization, or by legal process. Telephone or internet access is not provided by LensLock and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like Equipment, and the foregoing are the Client's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.
5. LensLock Online Platform Services. Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which, LensLock or its designee central office, shall record and store the images and feeds from Equipment if such Equipment and Online Platform Services have been configured properly. Client acknowledges that signals transmitted from Client's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the communication Equipment. Client authorizes LensLock to access the Client's accounts to input or delete data and programming in connection with the Online Platform Services. LensLock may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement, in event central station facility or communication network is nonoperational, or in event Client's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with local law requirements. LensLock may, but is not required to, update the Online Platform Services and any software in the Equipment that is capable of OTA updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. Client hereby grants LensLock a non-transferable, royalty-free license to use the data collected and stored within the Online Platform Services solely for Client's benefit and LensLock's internal purposes; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to LensLock and using commercially reasonable efforts to provide Client with the opportunity to seek a

protective order or the equivalent (at Client's expense). The parties agree to comply with the user terms and conditions set forth within the Online Platform Services and Privacy Policy therein.

6. Limited Warranty. The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit A (the "Performance Warranty"). Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as a "Defective Equipment". The Performance Warranty shall survive the termination and expiration of the Warranty Period only with respect to any valid claim made by Client by written notice to LensLock prior to termination or expiration of such Warranty Period.
7. System Testing. The parties hereto agree that the Equipment, once installed, is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the system and to notify LensLock if any Equipment needs repair. Client agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing promptly after installation of any defect, error or omission in the Equipment or accessing the Online Platform Services.
8. Delete Data. Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming and LensLock shall not be required to service the Equipment and shall cease processing Online Platform Services. Unless otherwise paid for by Client under the terms of this Agreement, LensLock shall not be obligated to hold any Client video or audio stored on the Online Platform Services longer than ninety (90) days past the termination of this Agreement.
9. Data Ownership. Vendor hereby assigns without any requirement of further consideration all right, title, or interest the Vendor may have to the Client's Data, including any original, redacted version, and all metadata associated with Client data with all rights to the same. Vendor hereby agrees that the ownership of the data always belongs to the Client, including all associated CAD integrated metadata. Vendor shall not make use of the Client data for any commercial purpose, whether to the benefit of Vendor or a third party, unless approved in advance by Client in writing. Vendor may, from time-to-time, review Client data in order to professionally inspect video and audio quality of Client data. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. Vendor inspection details will appear in all audit reports in compliance with CJIS.
10. Court Order. Vendor shall seal any and all video records when ordered sealed by the Court.

GENERAL

11. Governmental Entities. If Client is a governmental, municipal, or quasi-governmental entity, Client represents and warrants to LensLock that: (a) Client has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of Client's governing body, if legally required, to execute and deliver this Agreement and to carry out Client's obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by Client only for governmental or proprietary functions consistent with the scope of Client's authority and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) Client has funds available to pay fees until the end of its current appropriation period, and that Client intends to request funds to make payments in each appropriation period, from now until the end of the term of the Agreement.
12. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. LensLock may accept or reject purchase orders in its sole discretion. Client must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. In the event Client fails to pay Vendor any monies when due. Client shall pay the lower interest of 2 ½ % per month, or the amount allowed by applicable law from the date when payment is due on outstanding balances. In addition to all remedies available herein or at law, LensLock may suspend all services upon communication to Client for Client's failure to pay invoices when due.
13. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for a period as set forth on the page # 3 of the agreement, and if not indicated, then a period of five (5) years and shall automatically renew for one (1) year periods thereafter under the same terms and conditions, unless either party gives written notice of fee increases or either party intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term. If LensLock increases its fees pursuant to this section, Client may terminate this agreement upon ten (10) days written notice to LensLock. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost

based on remaining term of the agreement. Any amendments to this agreement shall be performed in writing and fully executed by both parties.

14. Termination. This Agreement may be terminated by either party at the end of each contract year in the event of a breach or a failure to comply with the terms and conditions of this Agreement, but only after the non-breaching party has provided notice of such breach to comply and such breach remains uncured for sixty (60) days after the breaching party received such notice, but in the event of non-payment, such cure period shall be reduced to five (5) days. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. Client is responsible for paying for Online Platform Services which were ordered for the remainder of the term. All payments are due within thirty (30) days of termination of this Agreement. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost based on remaining term of the agreement.

15. WARRANTY DISCLAIMER.

a. LensLock does not represent nor warrant that Equipment or Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. Client acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that Client is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose, that there are no warranties which extend beyond those on the face of this Agreement, and that Client acknowledges that there may be more sophisticated Equipment of which Client may procure on the open market for the same purposes as Equipment.

b. **EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6 ABOVE, (A) LENSLOCK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT IN CONNECTION WITH THE SERVICES AND EQUIPMENT, AND (B) LENSLOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

16. Standard of Performance. LensLock shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which LensLock is engaged.

17. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, LensLock, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the LensLock's bid or proposal. LensLock shall be fully responsible for the acts and omissions of its subcontractors or other agents.

a. Workers' Compensation. LensLock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by LensLock in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Client upon written verification that LensLock is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

b. Commercial General and Automobile Liability Insurance.

i. General requirements. LensLock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

ii. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if LensLock has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

iii. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
 2. Client, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the LensLock, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the LensLock. Coverage can be provided in the form of an endorsement to the LensLock's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
 3. For any claims related to this Agreement or the work hereunder, the LensLock's insurance covered shall be primary insurance as respects the Client, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents or volunteers shall be excess of the LensLock's insurance and non-contributing.
 4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
 5. LensLock agrees to give at least 30 days prior written notice to Client before coverage is canceled or modified as to scope or amount.
- c. Professional Liability Insurance.
- i. General requirements. LensLock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the LensLock's errors and omissions.
 - ii. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
 3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, LensLock must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
 4. A copy of the claim reporting requirements must be submitted to the Client for review prior to the commencement of any work under this Agreement.
- d. All Policies Requirements.
- i. Submittal Requirements. LensLock shall submit the following to Client prior to beginning services:
 1. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
 - ii. Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
 - iii. Deductibles and Self-Insured Retentions. Insurance obtained by the LensLock shall have a self-insured retention or deductible of no more than \$100,000.
 - iv. Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
 - v. Waiver of Subrogation. LensLock hereby agrees to waive subrogation which any insurer or contractor may require from LensLock by virtue of the payment of any loss. LensLock agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Client for all work performed by the LensLock, its employees, agents, and subcontractors.
 - vi. Subcontractors. LensLock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and LensLock shall ensure that Client, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

vii. **Excess Insurance.** If LensLock maintains higher insurance limits than the minimums specified herein, Client shall be entitled to coverage for the higher limits maintained by the LensLock.

e. **Remedies.** In addition to any other remedies Client may have if LensLock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Client may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order LensLock to stop work under this Agreement and withhold any payment that becomes due to LensLock hereunder until LensLock demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

18. **Complete Agreement.** This Agreement and any referenced terms herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. LensLock expressly limits acceptance of the Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from Client in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.
19. **Security Interest; Credit; Lien Law.** In order to secure all indebtedness or liability of Client to LensLock, Client hereby grants and conveys to LensLock a security interest in, and mortgages to LensLock all of Client's Equipment proceeds thereof. LensLock is authorized to file a UCC-1 statement. Client and any guarantor authorize LensLock to conduct credit investigations to determine Client's and guarantor's credit worthiness. LensLock or any subcontractor engaged by LensLock to perform the work or furnish material who is not paid may have a claim against Client which may be enforced against the property in accordance with the applicable lien laws.
20. **Force Majeure; Other Events.** Neither party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond party's reasonable control.
21. **Assignment; Waiver of Subrogation Rights.** Client may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. Client on its behalf and any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the parties hereto. Client acknowledges that this Agreement, and particularly those paragraphs relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.
22. **Limitation of Liability.** **NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION FOR ANY REASON. IN NO EVENT SHALL LENSLOCK'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF THE COST OF THE EQUIPMENT AND SIX (6) MONTH'S FEES FOR ONLINE PLATFORM SERVICES IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO THE CLAIM.**
23. **Indemnification.** LensLock shall defend, indemnify and hold harmless Client (including its Council, officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of LensLock's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of LensLock's officers, agents, employees, contractors, or subcontractors.

Client shall defend, indemnify, and hold harmless LensLock (including its officers, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees,

arising out of or resulting from the performance of Client's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Client's officers, directors, agents, employees, contractors, or subcontractors.

24. Conflict of Interest. LensLock may serve other clients, but none whose activities within the corporate limits of Client or whose business, regardless of location, would place LensLock in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. LensLock shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.
25. Subcontract. Client agrees that LensLock is authorized and permitted to subcontract any services to be provided by LensLock to third parties who may be independent of LensLock, and that LensLock shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever caused by the acts of third parties.
26. Records Created as Part of LensLock's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that LensLock prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Client. LensLock hereby agrees to deliver those documents to the Client upon termination of the Agreement, and the Client may use, reuse or otherwise dispose of the documents without LensLock's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and LensLock agree that, until final approval by Client, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by LensLock without prior written approval of Client.
27. LensLock's Books and Records. LensLock shall maintain all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Client under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the LensLock to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Client. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.
28. Request for Deletion of Evidence. LensLock employees shall not manually delete any evidence from the LensLock server. Authorized "*Client Organization Admins*" within "The Client's LensLocker Portal", have permission to manually delete evidence if they deem necessary, at their sole discretion. While LensLock, Inc. understands there are several factors that lie within a request for manual deletion (accidental activation, personal matter, etc.), LensLock, Inc. employees shall always defer the request to the "*Client Organization Admins*" for deletion. With retention laws varying across the United States, deletion of any evidence shall remain strictly within the Client Organization.
29. Governing Law; Disputes. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods or the transactions contemplated hereunder. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, *San Diego County in the State of California*.
30. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
31. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

32. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
33. Statement of Work: Certain LensLock devices and services, including LensLock body-worn cameras, LensLock in-car systems, LensLock surveillance camera services, and LensLocker™ Digital Evidence Management System (DEMS), including but not limited to Legacy Data Migration and CAD Integration services, may require a Statement of Work (SOW) that details LensLock's service deliverables. If LensLock provides an SOW to the Agency, LensLock is only responsible for the performance of services described in the SOW. Additional services are considered out of scope. Any changes to the scope must be documented in a written and signed change order by both Parties. Such changes may require an equitable adjustment in fees or schedule. The SOW is hereby incorporated into this Agreement by reference.
34. Miscellaneous. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of Client only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of Client for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way. Except as prohibited by applicable law, the terms and conditions of this Agreement are confidential information of LensLock, and Client may not distribute this Agreement or disclose any contents hereof to any third party without the express written consent of LensLock.
35. Professional Request. In accordance with CJIS BWC Best Practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies and that those assigned body worn cameras are not "shared" with other officer, deputies, or end users, unless special circumstances are warranted. LensLock requests that Client does not allow "sharing" of body worn cameras as part of Client's standard practice of BWC utilization.

EXHIBIT A
LIMITED WARRANTY

LENSLOCK EQUIPMENT

LensLock warrants to Client that Equipment is free from defects in material and workmanship for the duration of the service contract (“**Warranty Period**”) and subject to the terms set forth herein. In the event Client needs Equipment replaced, LensLock will provide said replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by client. Client pays for shipping fees for product returns and vendor pays for shipping costs for product replacements. It is understood that Vendor will require IT support from Client to ensure services are optimized. Additionally, it is understood that Vendor will set schedule for installation once Client approval is obtained. Because of supply chain demands, Vendor will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and Acts of God beyond the reasonable control of Vendor may prevent performance of meeting said schedule.

BODY CAMERA REFRESH SCHEDULE & BUY-BACK OPTION:

Additionally, it is understood by both parties that **LensLock will refresh body cameras to client every thirty (30) months from the start date listed on page 2 and the Client will receive a brand-new supply of body cameras based on the terms of this agreement. It is understood that Client owns the Hard Goods Equipment referenced in this agreement at the end of the initial sixty (60) month term.** Client may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

LENSLOCK ONLINE PLATFORM

LensLock warrants that the Online Platform Services (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

LENSLOCK TECHNOLOGY

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that client desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said client requests (whether hardware related or software related features) will be considered from several business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of client requests may be implemented in a reasonable business manner, LensLock may or may not charge client an additional set of fees for all new features and functionality associated with service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our clients are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate client requests as they surface.