



Amended and Restated Customer Services Agreement

WHEREAS, on November 1, 2022, the Baldwin County Commission voted to approve the execution of a Client Service Agreement between the Baldwin County Commission, for the benefit of the Baldwin County Sheriff’s Office (the “Client”), and Utility Associates, Inc. (“UA” or “Supplier”) and associated contract documents with an effective date of August 1, 2023 (“Original Service Agreement”);

WHEREAS, pursuant to the Original Service Agreement, UA provided certain software, hardware and related services to the Client for an initial three (3) year term;

WHEREAS, the Client and UA desire to amend the Original Service Agreement to renew for a subsequent three (3) year term from August 1, 2026, through July 31, 2029, the First Renewal Term, as defined herein;

WHEREAS, the scope and payment terms of the equipment, software, and services to be provided by UA to Client during the First Renewal Term are set forth in “Sales Quote #135296, dated April 16, 2025;” and,

WHEREAS, the Client and UA now desire to amend and restate in its entirety the Original Service Agreement as set forth in this Amended and Restated Service Agreement (the “Service Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by each of the parties hereto, the parties agree as follows:

This Service Agreement defines the levels of service that the Client will receive from UA during the Term, as defined herein, as may be extended, renewed or otherwise modified by the Client and UA.

Purpose

The Client depends on the equipment, software and services (the “System”) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business. This Service Agreement sets out the scope of the System to be provided during the Term of this Agreement and the levels of availability and support the Client will receive for specific parts of the 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 Service Agreement is between:

The Client:	The Supplier:
Baldwin County, Alabama Sheriff’s Office	Utility Associates Inc.
111 East 4th Street Bay Minette, AL 36507	575 Morosgo Drive NE, Suite 1000E Atlanta, Georgia 30324
Baldwin County Sheriff’s Office Sheriff Anthony E. Lowery	Utility Contracts Team 800-597-4707 contracts@utility.com



Dates and Reviews

This Service Agreement begins on August 1, 2023 (the “Effective Date”) and will run for the Term of the Service Agreement as may be extended or renewed as set forth herein. The date indicated on the offer letter, as applicable, shall not function as an effective date.

Equipment, Software and Services Covered

This Service Agreement covers only the equipment, software and services identified in the table below which comprises the System. This list may be updated at any time with the written agreement of both the Client and Supplier. The System shall be licensed to the Client for the Term of this Service Agreement and includes a limited right to use the associated hardware and equipment through the Term of this Service Agreement. No other right, title, or interest in the associated hardware and/or equipment shall transfer to the Client.

Item Type	Number of Items	Item Priority
Bodyworn™ External Device Bundles	177	1
Bodyworn™ In-Car Video Systems with Rocket Connect	208	1

Exclusions

This Service Agreement is written in a spirit of partnership. The Supplier will use reasonable efforts to address and resolve Client identified issues with the System in a timely manner. However, the Supplier shall in no way be responsible or liable for:

- Any equipment, software, services or other parts of the System not specifically identified herein; or,
- Any software, equipment or services supplied by a third party to the Client.

Additionally, the Supplier shall not be responsible or liable for maintaining, servicing, or resolving any issue with the System or any component of the System if:

- The problem has been caused through the Client’s negligent or intentional misuse, as determined in the Supplier’s sole discretion, of the System or any equipment, software or services component of the System.
- The Client has made any “Unauthorized Change” to the configuration or set up of the System. Unauthorized Changes include, but are not limited to, a change made by any party other than the Supplier to the System that in any way alters, modifies or otherwise changes the System’s ability function as Supplier intended. Supplier may identify and determine whether a Client has made an Unauthorized Change in its sole, exclusive discretion.
- The Client has prevented the Supplier from performing required maintenance and update tasks on the System.
- The issue has been caused by unsupported equipment, software or other services of the Client or in use by the Client.

Subject to the exclusions set forth herein and in this Service Agreement, the Supplier will use reasonable business efforts to assist the Client during the Term of this Service Agreement.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the System used by the Client during the Term. This Service Agreement between the Supplier and the Client details the Supplier’s System provision and maintenance responsibilities.

System Maintenance and Support Responsibilities:

- The software components of the System shall be maintained at 99% uptime/availability or greater 24/7/365 during the Term.
- The Supplier shall maintain an adequate number of spare or back-up hardware and equipment components of the System to ensure any issue with deployed or implemented hardware or equipment components of the System that require replacement during the Term are replaced, as Supplier determines appropriate and necessary in Supplier’s sole and exclusive discretion, in a timely manner.
- The Supplier shall respond to and address System support requests as set forth in the ‘Guaranteed Response Time’ table set forth herein.
- The Supplier shall maintain active communication with the Client during the Term.

Client Responsibilities

The Client will use the Supplier-provided System as intended.

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 this Service 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

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA 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 UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Service Agreement.

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

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, UA 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 Access to and use of COREFORCE DEMS Software.

1.1.1 Software. During the applicable Term, subject to Client's compliance with the terms and conditions set forth in this Service Agreement, UA will provide Client a non-exclusive, limited, non-transferable, non-sublicensable subscription right to access and use COREFORCE DEMS (the "Software") solely for Client's internal business purposes. The Software, its related content and any related documentation provided by UA, and the means used to provide the Software to Client and the services described in this Service Agreement are collectively referred to as the "Service." Client's access and use of the Software will be limited to the number and, if applicable, type of licenses set forth in the Equipment, Software and Services Covered table and, if applicable, quote and/or offer letter. Client may access and use the Software only in Client's owned or controlled facilities, including any authorized mobile sites; provided, however, that Licensed Users using authorized mobile or handheld devices may also log into and access the Software remotely from any location in the United States.

1.1.2 Software Credentials and Licensed Users. Client will identify an employee as administrative user (the "Administrative User") who will be provided administrative user credentials by UA to access and configure the Software. For each individual Software subscription license provided by UA to Client pursuant to this Service Agreement, the Administrative User, whose own access and use of the Software uses one (1) subscription license, may issue Client's employee, full-time contractor engaged for the purpose of supporting the Services that are not competitors of UA, as determined by UA in its sole discretion, and such other individual as requested by Client and approved by UA in writing (email from an authorized UA signatory accepted), a Software user credential to provide such Client employee, contractor, or approved individual the ability to access and use the Software during the Term of this Service Agreement ("Authorized Users" collectively with Administrative User, the "Licensed Users"). The Administrative User will ensure Authorized Users are trained in the proper use of the Software. Client will protect, and will cause its Licensed Users to protect, the confidentiality and security of all user credentials and maintain user credential validity, including by requiring regular password updating. Client will be liable for any use of the Software by Licensed Users, including any changes made to the Software or issues or user impact arising therefrom. Client will ensure Licensed Users comply with the terms of this Service Agreement and will be liable for all acts and omissions of its Licensed Users. Client is responsible for the secure management of Licensed Users' names, passwords, and login credentials for access to the Service, including the Software. To the extent UA provides the Service to Client in order to help resolve issues resulting from changes made to the Software by Licensed Users, such Service may be billed to Client on a time and materials basis, provided that Client has provided written authorization prior to the performance of the Service, and Client will pay all invoices in accordance with the payment terms herein.

- 1.1.2.1 **Licensed Users Audit.** As applicable, UA will have the right to conduct an audit of total Licensed Users credentialed by Client for any Software during the Term, and Client will cooperate with such audit, provided that Client is provided prior written notice of the audit. If UA determines, in its sole discretion, that the number of Licensed Users exceeds the number of Software subscription licenses provided to the Client, UA may invoice Client for the additional Licensed Users at UA's then-current pricing which shall be prorated for each additional Licensed User from the date such Licensed User was provided a Software user credential, and Client will pay such invoice in accordance with the payment terms set forth herein.
- 1.1.3 **Documentation.** The Service may be delivered with documentation that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables (collectively, "Documentation"). Documentation is and will be owned by UA, unless otherwise expressly agreed by the Parties that certain Documentation will not be owned by Client. UA hereby grants Client a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Service.
- 1.1.4 **Restrictions on Use.** Except as expressly permitted by the Service Agreement, Client shall not, and shall not allow, permit, or assist any other third party to: (a) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Service or Documentation; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Service or Documentation available to a third party or use the Service or Documentation for the benefit of any third party; (c) reverse engineer, disassemble, decompile, decode, modify or adapt the Service or Documentation or any component of the Service or Documentation, or otherwise attempt to derive or gain access to the source code of the software; (d) bypass or breach any security device or protection used for or contained in the Service or Documentation; (e) remove, delete, alter, obscure, or otherwise change any trademarks, warranties, disclaimers, notices, marks, or serial numbers on or relating to the Service or Documentation (including any copies thereof); (f) use the Service or Documentation in any manner or for any purpose that violates any law or infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any third party; (g) use the Service or Documentation for purposes of: (i) benchmarking or competitive analysis of the Service or Documentation; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that Utility has identified as being to UA's detriment or commercial disadvantage; or (h) use the Service or Documentation in any manner or for any purpose that is not expressly permitted by this Service Agreement and the Documentation.
- 1.1.5 **Operating Environment.** Client 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.
- 1.1.6 **Changes to Service.** UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish, as determined by UA in its sole discretion, the scope of the Service, in which event Client shall have the right to terminate this Service Agreement upon thirty (30) days written notice to UA. During the Term of this Service Agreement, if UA upgrades the version of the Services Client is using under this Service Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional Software modules in the future that complement the Software, Client may elect to purchase the optional Software modules for an additional fee; however, Client has no obligation to do so.
- 1.1.7 **Help Desk.** UA shall provide 24/7 Client support in the form of a Help Desk. Clients 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.
- 1.2 **Uptime Commitment.**
- 1.2.1 **Availability.** The Service will be made available to Client 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 Client or Client'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 Client's direction, UA restricting Client's and its Licensed Users access to the Service.

1.2.2 **Commitment.** Client 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 Client satisfying its obligations herein, UA guarantees that the Service will be available to Client 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 Client a prorated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "prorated 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.

1.3 **Uniforms.** UA's EOS™ solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the Service Agreement, UA will furnish the following allotments and services within 90 days of the Effective Date. Such allotments and services may no longer be available after the expiration of the 90-day period, subject to UA's discretion.

1.3.1 **Retrofits of existing uniforms.** Five (5) standard uniform garments may be included, per EOS™ device bundle, within the scope of this Service Agreement. If included, Client's standard uniform garments, up to five (5), may be modified to EOS™ ready status, for the purposes of hardware integration with UA's EOS™ solution. UA will provide the Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing the Client's request.

1.3.2 **Retrofits of Standard garment types.** Standard garment types include the following:

- i. Duty shirts (long or short sleeve)
- ii. Soft outer carrier vest
- iii. Standard soft-shell jacket

1.3.2.1 **Retrofits of Non-standard garment types.** Non-standard garment types that may still be modified to EOS™ ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- i. Polo shirts
- ii. Commando style sweaters
- iii. Tactical vest or outer plate carriers
- iv. Leather jackets

1.3.3 **Certification of local uniform resellers.** Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive EOS™ standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of small, local businesses in your respective area.

- i. Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- ii. As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period,

over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.

- iii. Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- iv. Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of EOS™ ready uniform retrofitting

1.3.4 Uniform Retrofit Pricing Schedule. Prices effective May 2023.

EOS™ - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, EOS™ Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, EOS™ Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, EOS™ Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, EOS™ Ready	\$23
Spiewak	Carrier Vest Mount, EOS™ Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

EOS™ **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53

Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 **Scope of Use.** Subject to the terms and conditions of this Service Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client 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 Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, 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 Software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement ("EULA"), UA will provide such notification to the Client. In order to use the Service, the Client 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. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 **Restrictions.** Client 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 Service 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 Service Agreement. All rights not expressly granted hereunder are reserved to UA.

2.4 **Client Data Ownership and Retention.** The System captures, generates and creates images, video and other related media ("Data"). Except as otherwise stated herein, Client shall retain all right, title and interest in Data

captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client Data"). Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Client shall implement a record retention and classification policy for managing and, as applicable, storing Client Data. The default retention period for Data shall be twelve (12) months from the Data's date of capture, generation or creation after which time it shall be deleted. UA reserves the right, in its sole discretion, to transfer Data and Client Data into archival storage without notice to the Client after three (3) or more months from the date of such Data's or Client Data's capture, generation, or creation. Client's access to Data and Client Data in archival storage may be delayed up to 24 hours from the time of Client's request for access. Any amendment or modification of this Section by the parties may result in the imposition of an additional fee or charge which shall be the responsibility of the Client.

- 2.4.1 ALPR Data. Vehicle detection data created and/or generated by the System's Automated License Plate Reader ("ALPR") functionality shall be a separately defined and classified type of Data ("ALPR Data"). Client shall retain all right, title and interest in ALPR Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client ALPR Data"). Client shall implement a record retention and classification policy for managing and, as applicable, storing Client ALPR Data. Client shall also implement a record retention policy for the management of ALPR Data. Prior to the implementation of Client's ALPR Data retention policy, the default retention period for ALPR Data shall be twelve (12) months from the ALPR Data's date of generation or creation after which time ALPR Data shall be deleted.
- 2.4.2 ALPR Data Sharing. ALPR Data shall be made available to other law enforcement agency clients under contract or agreement with UA within Client's state ("Other LEAs"). Client shall similarly have access to ALPR Data created and/or generated by Other LEAs within Client's state. Access to additional, out-of-state ALPR Data may be provided upon Client's request and Other LEA's acceptance.
- 2.4.3 ALPR Data Sharing Consent. Client, in its sole discretion, hereby grants Other LEAs a limited right to access and use its ALPR Data as authorized, defined and/or restricted by any applicable federal, state and/or local laws, regulations and/or policies. Other LEAs may grant a limited right to Client to access and use their own ALPR Data which Client shall access and use in full compliance with any applicable federal, state and/or local laws, regulations and/or policies. Client may restrict access to its ALPR Data and restrict its access to Other LEAs' ALPR Data at any time by submitting written notice to UA. UA shall restrict access to Client's ALPR Data and Client's access to Other LEAs' ALPR Data no later than five (5) business days after receipt of such notice from Client.
- 2.4.4 ALPR Data Indemnification. Client agrees to indemnify and hold harmless UA against any damages, losses, liability, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's sharing, use or access of ALPR Data in connection with its use of the System including, but not limited to, any claim that such action violates any applicable federal, state and/or local law, regulation and/or policy or third party right.

FEES AND PAYMENT TERMS

3.1 **Fees.** As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client 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"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 **Time-and-Materials Service.** If Client 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 provided 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 Client returns to UA during the period of the initial Term of the Service Agreement. All equipment issued, including Bodyworn™ devices and peripherals, and Connect in-vehicle systems and peripherals, are warranted for the duration of the initial Term of this Service Agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant ("RMA") Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. 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 provided by UA which has been subjected to malicious intent, 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 Client Responsibilities.** Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Service Agreement and to perform its obligations under this Service Agreement; (b) the execution and performance of this Service 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 Service 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. Client's sole and exclusive remedy for defects, errors or malfunctions of the Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client 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.** Client 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. Client 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, Client 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. Client 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.** CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES



THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

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 Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, 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 Client 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 Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client 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 Client without violating any of its obligations under this Service Agreement.

5.2 **Non-Disclosure of Confidential Information.** Client 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 Service Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client 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 Service Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client 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 Client shall certify in writing as to its compliance with the foregoing. Client 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. Client 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, Client shall advise UA immediately in the event Client 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 Client 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 Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client 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 Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Service Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client 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 Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Service Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 **Non-Disclosure of Client Confidential Information.** Notwithstanding any provision of this Service 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 Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client 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 Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client 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 Client Confidential Information in a manner consistent with the maintenance of Client'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 Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client 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 Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client 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 Service 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 Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client 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 login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, 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 Client'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 Service Agreement and for a period of five (5) years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client 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 UA, 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 UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH



PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS SERVICE AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICE AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

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 Client 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 Service Agreement (the "Term") commenced on the Effective Date and continued for an initial term of three (3) years thereafter. The Term was renewed on August 1, 2026 (the "First Renewal Term"), for a subsequent three (3) year period. The Term shall continue to automatically renew for successive three (3) year periods (each a successively numbered "Renewal Term") following the expiration of the First Renewal Term, unless either party provides written notice of non-renewal no later than ninety (90) days prior to the expiration of the then-current Renewal Term, or unless the Term is otherwise terminated earlier in accordance with the terms hereof. Either party may immediately terminate this Service Agreement in the event that:

- (a) the other party breaches any material obligation, warranty, representation or covenant under this Service Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- (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.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Service Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Service Agreement or expiration, return any and all hardware and/or equipment provided by UA pursuant to this Service Agreement as requested by UA, and UA shall have no further obligations to Client. 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 Service Agreement for any reason.

MISCELLANEOUS

9.1 **Notices.** Any written notice required or permitted to be delivered pursuant to this Service 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 Service Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Service Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. Any suit or proceeding relating to this Service Agreement shall be brought in the courts, state and federal, located in Baldwin County, Alabama.

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 SERVICE 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.** Client will not assign, sublicense or otherwise transfer this Service 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 Service 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 Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 **Modifications.** Except for Changes, as set forth in Section 1.1.3, which shall not require the mutual written authorization of the parties hereto, all amendments or modifications of this Service 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 Service Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Service 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 Service Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Service Agreement.

9.8 **Severability.** If any provision of this Service 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 Service 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 Service Agreement.** This Amended and Restated Service Agreement (including the Offer Letter, associated Quotes, and any addenda or schedules hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, representations, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter, including the Original Service Agreement; provided, however, that any rights or obligations that accrued under the Original Service Agreement prior to the Amended and Restated Service Agreement's execution by the Client shall survive and remain in full force and effect.

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

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____



Attested:

Name:

Title:

Date:

Signed on behalf of The Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____