

SOFTWARE SERVICES AGREEMENT
BRIEFCAM, INC.

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and BriefCam, Inc. , a Delaware corporation, ("Consultant") as of the _____ day of _____, 2024 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project/Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Consultant's Work.

- 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements,

Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 1.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.
- 1.3 Compliance.
 - a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
 - b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same

requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

2. **Compensation for the Project.**

- 2.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$145,000.00 as specifically detailed in **Exhibit B** ("Compensation").
- 2.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

3. **Billings and Payment.**

- 3.1 Applications.
- a. Consultant will submit invoices (each, a "Payment Application") directly to glendalepolicepayables@glendaleaz.com and City will remit payments based upon the Payment Application as stated below.
- 3.2 Payment.
- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

4. **Termination.**

- 4.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.
- 4.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

5. **Conflict**. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating,

negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

6. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Notices.**
 - 10.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 10.2 Concurrent Notices.
 - a. All notices to City's Representative must be given concurrently to City Manager and City Attorney.

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- b. A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- c. City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

10.3 Representatives.

- a. Consultant. Consultant's Representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

BriefCam, Inc.
c/o Tim Convery
275 Grove Street, Suite 2-400
Newtown, MA 02466

- b. City. City's Representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale Police Department
c/o Chief of Police
6835 N 57th Drive
Glendale, Arizona 85301

10.4 Invoices.

- a. Invoices (Payment Applications) are routine in nature and are not considered "Notices" subject to the Notices provision.

11. Entire Agreement; Survival; Counterparts; Signatures.

11.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

11.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 11.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 11.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 11.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 11.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 11.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

12. Term.

- 12.1 The term of this Agreement commences upon the effective date and continues for a three-year period. There are no automatic renewals.
- 12.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project/Scope of Work
- Exhibit B Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

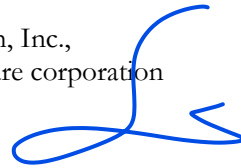
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BriefCam, Inc.,
a Delaware corporation



By : Michal Hillel
Its: General Manager

EXHIBIT A

SOFTWARE SERVICES AGREEMENT

PROJECT/SCOPE OF WORK

BriefCam, Inc. video analytics and processing technology and annual product service expenses with a three (3) year commitment. Consultant will provide professional services with remote end user training.

EXHIBIT B

SOFTWARE SERVICES AGREEMENT

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$145,000.00.

DETAILED PROJECT COMPENSATION

See attached quote for further detail.

Year 1-\$104,547.54 for software, hardware, professional services, and set-up.

Year 2- Approximately \$18,000 for software.

Year 3- Approximately \$18,000 for software.



BriefCam Pricing Quotation

BriefCam Offices BriefCam Inc
Address 275 Grove Street
Suite 2-400
Newton, MA 02466 USA
www.briefcam.com

Quote Number: 20015411
Quote/Project Name: Glendale Upgrade to Protect, 100 Review, 10
Quote Issue Date: Respond_NEW
Quote Expiration Date: 11/7/2024
12/7/2024

Customer

Bill To Name Glendale Police Department, AZ Bill To Victor, Arizona
United States

Place of Installation

Ship To Name for Glendale Police Department, AZ Ship To Glendale Police Department
Hardware 6835 N 57th Drive
Glendale AZ 85301
Att: Denise Krause

Customer Contacts

Purchasing Contact Colby Brandt
Name:
Purchasing Contact cbrandt@glendaleaz.com
Email

BriefCam Contacts

Sales Manager Tim Convery
Sales Manager tim.convery@briefcam.com
Email

Product	Quantity	Sales Price	Total Price
BriefCam Protect Base Package	1.00	USD 90,000.00	USD 90,000.00
Protect Software SCC - 1st Year	1.00	USD 18,000.00	USD 18,000.00
Implementation Pack - On-Site, Single Server	1.00	USD 9,250.00	USD 9,250.00
Instructor Led Online End-User training	1.00	USD 2,000.00	USD 2,000.00
2U, 32 Cores, 2 GPUs, 192GB RAM	1.00	USD 31,200.00	USD 31,200.00
8TB 7200RPM Serial ATA 6Gbps 512e 3.5in Hot-plug Hard Drive	4.00	USD 520.50	USD 2,082.00
480GB Mixed-Use (M) SSD	1.00	USD 540.00	USD 540.00
Special Discount	1.00	USD -54,000.00	USD -54,000.00

Subtotal	USD 99,072.00
Total Discount	USD 0.00
Total Price	USD 99,072.00
Grand Total	USD 99,072.00

Detail Proposal

Product Code	Product	Product Description
PT-BAS-001	BriefCam Protect Base Package	Video Input File & VMS Number of Concurrent Users - 5 Number of RESEARCH Users - 5 (1 x Editor; 4 x Viewer) Number of Cameras - 100 Number of RESPOND Cameras Streams - 10 Max number of Cameras- Unlimited Including Review, Research, Respond, Face Recognition, Multi-camera Search, Investigation Reports, Team Collaboration and Case Builder.
PT-MNT-001	Protect Software SCC - 1st Year	Standard Customer Care Program (20% for 1st year) Includes: - Upgrade to latest BriefCam release versions and updates - Technical Support in accordance with BriefCam SLA - Self-Help Support - access to Online Training Courses (LMS) - 24x7 Partner Access to Support Portal (Initiate ticket via phone, chat or email)
BC-ASP-008	Implementation Pack - On-Site, Single Server	"BriefCam Advanced Service Pack is mandatory when customer requires on-site installation. Advanced Service Pack includes up to two days of on-site services. Not applicable for distributed deployment architectures. Please refer to Service Packs for distributed deployment architectures. Excluding trainer services."
BC-TRN-005	Instructor Led Online End-User training	Per Day - Online
BCD-D-2-6426Y-2L4-192-19	2U, 32 Cores, 2 GPUs, 192GB RAM	Dell R760XL 2 x 480GB M2 SSD (OS in RAID1) 2 x Intel® Xeon® Gold 6426Y 16C/2.50 GHz 192GB RAM 2 XNvidia L4 24GB 2x10GbE BASE-T + LOM 2x 10/25GbE SFP28 2 X 1400W Redundant Power Supply Windows Server 2019 IoT IDRAC 9 ENT 5 Years Dell Pro-Support
BC-HDD-8TB	8TB 7200RPM Serial ATA 6Gbps 512e 3.5in Hot-plug Hard Drive	8TB 7200RPM Serial ATA 6Gbps 512e 3.5in Hot-plug Hard Drive
BC-SSD-M-480GB	480GB Mixed-Use (M) SSD	Mixed-Use (M) 480GB SSD
BC-SPC-DISC	Special Discount	

Terms & Notes

1. Acceptance of this Sales Order by both parties unconditionally authorizes BriefCam to invoice You.
2. Payment is due Net 30 from the date of BriefCam's invoice. Subject to credit check.
3. This Sales Order is governed solely by the terms, conditions and restrictions of the BriefCam License & Service

Agreement between You and BriefCam.

4. Services purchased shall expire and the right to receive such services shall terminate 6 months from the order date.
5. The proposed terms in the Sales Order Form will be valid for 30 days unless extended in writing
6. All delivery dates mentioned herein are estimated periods only. BriefCam shall not be responsible for delays in hardware delivery, as it is subject to external hardware availability.
7. Appliances Shipping Terms: International Shipping: Ex Works; Domestic Shipping within USA: product will be delivered to buyer at the agreed destination, but buyer assumes all risks and responsibilities for product from the time it leaves the manufacturing site or, as the case may be, BriefCams site.

The above-mentioned prices exclude VAT; VAT will be added where applicable.

If and when applicable, the price for any hardware included in the quote shall remain valid a period of thirty (30) days after it is issued by BriefCam ("Time Period"). Once Time Period has expired, BriefCam reserves the right to increase the price due to market conditions which impact BriefCam cost.

Discount for multiple-year customer care (SCC or PCC) orders, from year 2 and on, is applicable only when ordered, invoiced, and paid in advance.

Additional Terms

COMPANY:

BriefCam, Inc.:

Authorized by: _____

Authorized by: _____


Date: _____

Date: _____

NON-EXCLUSIVE RESELLER TERMS

NON-EXCLUSIVE RESELLER TERMS

These Terms, and the attached Sales Order Form (the "Order Form"), define the conditions under which the person to whom the Order Form is addressed (the "Reseller") is entitled to resell BriefCam's products as set forth in the Order Form (the "Products"). These Terms apply only to the number of licenses for Products mentioned in the Order Form.

1. The following capitalized terms will have the meanings given below: "**Documentation**" shall mean instruction manuals and instructional material relating to Products, as may be modified and updated from time to time, including as published on BriefCam's web-site(s); "**End User**" shall mean the customer listed on the Order Form; "**Intellectual Property Rights**" or "**IPR**" shall mean all industrial and intellectual property rights of BriefCam arising in connection with the Products or the Documentation, including any patents, domain names, inventions, know-how, designs, trademarks and trade names, copyrights, databases, websites and computer programs, all registered or unregistered, together with all information of a confidential nature and all rights under any agreement between BriefCam and any third party in relation to the use of any of the above in any jurisdiction; "**Price**" shall mean the price to the Reseller of a Product license, as specified in the Order Form; "**Specifications**" shall mean the specifications for the performance of Products as described on BriefCam's website as of the time of the Order Form; "**Trademarks**" shall mean BriefCam and any other trademarks and trade names which BriefCam may use from time to time; "**Warranty Period**" with regard to each Product license supplied to the Reseller, a period of 12 months after supply.
2. BriefCam hereby grants Reseller - until the earlier of (a) the reselling of the licenses specified on the Order Form or (b) 7 days after written notice from BriefCam - a non-exclusive, non-transferrable license to resell the Products by license to the End User and to use the Products and the Documentation solely for the purposes of demonstrating the Products in accordance with these Terms.
3. End User's use of the Products is subject to its acceptance of the End User License Agreement ("EULA"), which it will be prompted to click to accept upon first installation. Should it become aware of a breach by End User of the EULA, Reseller will promptly notify BriefCam and take all reasonable steps to assist BriefCam in any action it may decide to take as a result of the breach.
4. BriefCam will make Products available to Reseller at the Prices, for license to End-User. The Prices are net prices. Reseller will not be entitled to deduct from them any sums of any kind, including taxes imposed by any government. In the event such taxes are imposed, Reseller alone will bear and pay them.
5. Software license keys or dongles - should BriefCam decide to use them to preclude unauthorized use or copying of Products - will be made available for downloading or shipped within 14 days after order for use by End-User. Licenses issued by BriefCam prior to payment in accordance with section 6 will be issued conditionally on such payment and will be voided (including electronically) if such payment is not made in a timely fashion.
6.  Payment for the Products mentioned in the Order Form will be made by bank transfer of same-day funds to BriefCam when payable pursuant to the Order Form. Late payment of any amount will bear interest at the compounded monthly rate of 1%.
7. Provided that it meets standards to be determined by BriefCam, Reseller may offer support and maintenance to End User - with backup by BriefCam - under terms to be specified by BriefCam.

8. Reseller acknowledges that any IPR and any knowledge relating to BriefCam's suppliers, customers and commercial contacts (hereinafter: "Proprietary Information") are - as between itself and BriefCam - proprietary and belong exclusively to BriefCam. Moreover, any IPR generated by Reseller with regard to Products will belong exclusively to BriefCam and – to the extent necessary – Reseller will transfer them to BriefCam. Reseller agrees to take all reasonable steps to safeguard the Proprietary Information. Reseller may disclose the Proprietary Information to any employee to which disclosure is necessary for effective performance of its responsibilities and which has signed on confidentiality undertakings to Reseller. Reseller undertakes to take all reasonable measures, including court proceedings, at its own expense, to compel compliance by such persons with the provisions of such confidentiality agreements or - at BriefCam's request - to assign to BriefCam its rights under such agreements so that BriefCam may enforce them. Reseller is precluded from using any Proprietary Information for any purpose other than as defined in these Terms. Reseller will not copy, modify, alter, enhance, decompile, disassemble, or reverse engineer any component of Products without the prior written consent of BriefCam. Reseller will seek prior written approval of BriefCam before issuing any press release regarding Products or technology.

Reseller undertakes to use the Trademarks in marketing, promoting and licensing Products. When using the Trademarks, Reseller will follow BriefCam's reasonable written directions concerning the presentation and manner of use including those concerning the representation of marks as registered. All goodwill generated in any Trademark by virtue of Reseller's use will accrue to BriefCam

9. and Reseller will if requested execute appropriate documents to transfer the goodwill to BriefCam, and will upon termination of these Terms cease to use the Trademarks and to refer to itself as associated with BriefCam or the Trademarks. Reseller will not act in any manner that may adversely affect the Trademarks or cause them to come into disrepute or lose goodwill. BriefCam will have the exclusive right to own, use, hold, and register the Trademarks during and after the term of these Terms in any country worldwide. Reseller will not purchase or use any domain name anywhere in the world that includes the name "BriefCam" (independently or combined with other words) or any variation of that name.

Reseller acknowledges that BriefCam or its affiliates are the sole and exclusive owners of the Trademarks and any abbreviations or variations thereof, and of any and all of BriefCam's trade names, service marks, trade logos and trade dress (registered or not).

Reseller agrees not to register or use any mark(s) that are similar enough to be construed as Trademarks. Reseller will not alter or remove any copyright notices or other proprietary notices in or on any component of Products.

10. BriefCam represents and warrants to Reseller that BriefCam has the right to grant Reseller the rights granted to it under these Terms. BriefCam also represents and warrants to Reseller that during the Warranty Period, the Products will operate substantially in accordance with, or perform the functions described in the Specifications provided that each is used in conjunction with appropriately configured hardware and appropriate operating system software.

11. Except as set forth in Section 10, BriefCam does not make any representation or warranty whatsoever. The warranties in Sections 10 are conditioned upon:

- (i) the use of the Products strictly in accordance with the Documentation and other instructions of BriefCam, and (ii) the absence of any misuse or damage, or of any alteration or modification thereto.

12. The following will be the sole and exclusive remedies for BriefCam's breach of the warranty in Section 10: During the Warranty Period for any Product, BriefCam will, at the request of Reseller, use reasonable efforts to modify or replace any component of such Product that does not comply with the warranty in Section 10.

13. In no event will BriefCam's liability under these Terms exceed the license fees actually received by BriefCam from Reseller in respect of the Product license, on account of which Reseller or End-User has suffered loss or damage. In no event will BriefCam have any responsibility or liability to correct any database errors, input-output or data errors or errors or damages to any other software, operating system or hardware caused by or arising out of the Products. BriefCam will have no liability for, and Reseller will indemnify and hold BriefCam harmless from and against, any claim or demand by End-User based on breach of representation, warranty, negligence, product liability or any similar claim directly or indirectly attributable to the Products, other than any liability or claim based on personal injury or property damage resulting from the gross negligence or willful misconduct of BriefCam. In no event will BriefCam or its suppliers be liable for any indirect, incidental, special or consequential, economic, or punitive damages, including damages for loss of profits, data or use, incurred by Reseller, End-User or any third party, whether in an action in contract, tort, warranty, or breach of statutory duty, even if BriefCam has been advised of the possibility of such damages.

14. In its own name and not BriefCam's, Reseller will make warranties to End- User substantially in the form of the warranties in Sections 10-13.

15. Sections 8, 10 and 15-17 and any other section requiring its survival, explicitly or implicitly, will survive termination of these Terms. Termination of these Terms in its entirety will not prejudice the rights and liabilities of either Party that accrued before such termination. Following termination, BriefCam – either directly or through resellers or distributors - will be entitled to continue selling to End User and will have no further obligations to Reseller of any sort.

16. These Terms and the rights and liabilities of the parties hereunder will be governed by the laws of the State of New York, without reference to its conflict of laws principles and will be brought before the appropriate courts in New York County. The rules of the United Nations Convention on Contracts for the International Sale of Goods (1980) will not apply to these Terms or its execution.

18. Neither party will be liable for any delay or failure to perform its obligations to the extent such delay or failure is caused by force majeure, including war, embargoes, strikes, governmental restrictions, riots, fires, floods, or other acts of God. Reseller may not assign any of its rights or obligations under these Terms, by operation of law or otherwise, without the prior written consent of BriefCam. These Terms constitute the entire agreement of the Parties and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof. These Terms may not be amended, altered or modified except by a written instrument signed by the Parties nor may a term be waived unless in writing signed by the waiving Party. All notices

under these Terms will be in writing and will be delivered by personal service, email or registered mail to such address as may be designated from time to time by the relevant Party and which will initially be as specified in the Order Form. All notices hereunder will be deemed given upon receipt. None of the provisions of these Terms will be for the benefit of, or enforceable by, any third party, including End User.

SERVICE PACKS

BriefCam Service Packs (purchased separately), are intended to support the BriefCam deployment.

SERVICE	SERVICE DESCRIPTION	BASIC	ADVANCED
Site Survey	Complete Site Survey prior to system deployment, acquire important environment variables	✓	✓
Scope of Work (SOW)	Complete BriefCam SOW prior to deployment and used as a final system sign off.	✓	✓
Hardware & Configuration Audit	Recommend system hardware and software modules	✓	✓
Windows and NVIDIA System Driver Updates & Components	Recommend windows updates, windows device drivers, NVIDIA drivers, and drive configurations	✓	✓
Remote System Deployment	Remotely install BriefCam components as part of the SOW. System prerequisites, database, VSServer, Research, Web Services, RESPOND (if applicable) and VMS integration (if applicable).	✓	
On-site System Deployment	On-site Installation of BriefCam components as part of the SOW. System prerequisites, database, VSServer, Research, Web Services, RESPOND (if applicable) and VMS integration (if applicable)		✓
Basic System Configuration	Assist in creation of users, camera permissions, and connection and testing of supported VMS (if applicable).	✓	✓
SSO Configuration	Assist LDAP/SAML to customer environment integration.	✓	✓
RESPOND Real-Time Processing Configuration (If Applicable)	Assist in GPU set up for live processing. Test real-time and smart alerts.	✓	✓
Project Sign-Off	Provide sign off according to original scope of work.	✓	✓
Hardware Audit & BriefCam System Upgrades	Review additional prerequisites, necessary hardware changes, database backups, and official upgrade procedures.	✓	✓
System Training (Remote Session)	Provide access to BriefCam LMS (remote training program) designed for end user and admin training.	✓	
System Training (On-site Sessions)	Provide onsite training designed for end user and admin training.		✓
Upgrades to Connected VMS Directories	Assist in updating VMS requirements and/or BriefCam related revisions with VMS certifications.		✓
Storage Location Changes	Assist in using database relocation storage tool		✓