

Subscription Agreement

This Software as a Service Subscription Agreement (the "Subscription Agreement") is by and between BOLO Mobile LLC, a Massachusetts limited liability company with offices located at 119 Drumhill Road, Suite 391, Chelmsford MA 01824 ("BOLO Mobile") and the customer listed on the Enrollment form (the "Enrollment Form") attached to this Subscription Agreement (the "Customer") which Customers are restricted to Law Enforcement personnel only. By using the Service, Customer acknowledges and agrees to the terms of this Subscription Agreement, BOLO Mobile's privacy policy and any amendments thereto (which can be found at https://www.bolomobile.com/privacy_policy/) (the "Privacy Policy"), BOLO Mobile's Terms of Service and any amendments thereto (which can be found at https://www.bolomobile.com/terms_of_service/) (the "Terms of Service") and the Enrollment Form to which this Subscription Agreement is attached.

1. Definitions.

- (a) "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by BOLO Mobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (b) "Authorized User" means Customer and Customer's authorized agents.
- (c) "Customer" is a Law Enforcement organization listed on the Enrollment Form
- (d) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- (e) "Documentation" means this Subscription Agreement, the Enrollment Form to which this Subscription Agreement is attached, the Privacy Policy and the Terms of Service.
- (f) "BOLO Mobile IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BOLO Mobile IP includes Aggregated Statistics and any information, data, or other content derived from BOLO Mobile's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- (g) "Services" means the software-as-a-service offering (a photo sharing service that allows Customers to securely share photos and associated information over the internet to authorized computers and mobile devices) from BOLO Mobile which includes its website (www.bolomobile.com), the BOLO Mobile software including its application (the "App") and any content related thereto; BOLO Mobile is accessible by Authorized Users via personal computer through internet/web browsers and via Apple (iOS) and Android mobile devices for all users up to the maximum set forth in the Enrollment Form; all photos and data is stored on secure, encrypted cloud server(s).
- (h) "Third-Party Products" means any third-party products provided with or incorporated into the Services.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer's payment of Fees as set forth in the Enrollment Form and compliance with all other terms and conditions contained in the Documentation, BOLO Mobile hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Usage Period as described in the Enrollment Form, solely for use by Authorized Users. Such use is limited to Customer's internal use. BOLO Mobile shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Enrollment Form, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder.
- (b) Documentation License. Subject to the terms and conditions contained in this Subscription Agreement, BOLO Mobile hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Usage Period solely for Customer's internal business purposes in connection with its use of the Services.
- (c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Subscription Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the

Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Authorized Users can share photos with other BOLO Mobile subscribers; if Authorized Users elect not to share photos with other BOLO Mobile customers, then such Authorized Users will not receive photos from other BOLO Mobile customers – this is an all or nothing setting available from the administrative settings on <https://webuser.bolomobile.com>

(d) Reservation of Rights. BOLO Mobile reserves all rights not expressly granted to Customer in this Subscription Agreement. Except for the limited rights and licenses expressly granted under this Subscription Agreement, nothing in this Subscription Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services or BOLO Mobile's IP.

(e) Suspension. BOLO Mobile may suspend service for any reason including but not limited to Section 5(a)(iii), to address issues including hacking, updates, operating systems (a "Service Suspension"). BOLO Mobile shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. BOLO Mobile shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BOLO Mobile will have no liability for any damage, liabilities, losses (including any loss of data), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension or as a result of the cause underlying the Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Subscription Agreement, BOLO Mobile may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between BOLO Mobile and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by BOLO Mobile. Customer acknowledges that BOLO Mobile may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that BOLO Mobile may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Subscription Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Subscription Agreement if taken by Customer will be deemed a breach of this Subscription Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Subscription Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. BOLO Mobile may from time to time make Third-Party Products available to Customer. For purposes of this Subscription Agreement, such Third-Party Products are subject to their own terms and conditions and BOLO Mobile expressly does not provide Customer with any rights or remedies with regard to such Third-Party Products and Customer's use of such Third-Party Products is at Customer's own risk. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(c) Equipment. (hardware & software) BOLO Mobile provides storage space on its cloud server. Customer must provide all other equipment and software necessary to connect to the Services, including, but not limited to, BOLO Mobile approved web browsers, app store access, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Service. If any upgrade in or to the Services requires changes in your equipment or

software, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features shall be subject to the terms and conditions of this Agreement.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Subscription Agreement and the Enrollment Form, BOLO Mobile shall use commercially reasonable efforts to make the Services available to Customer and will use its best efforts to correct any issues resulting in Service downtime and Service Suspensions (for any reason other than a Service Suspension pursuant to paragraph 5). BOLO Mobile is not responsible for Customer's device quality issues; internet connection issues; computer, mobile phone or other hardware or software issues; operating system issues; or the configuration of your internal network to enable the Services.

(b) Support. Email BOLO Mobile at support@bolomobile.com BOLO Mobile will make expeditious good faith attempts to help with the most common issues users may encounter, but BOLO Mobile is not responsible for the configuration of Customer's network to enable access to the Services. Customer agrees to hold BOLO Mobile harmless for Customer's inability to access the Service due to Customer's internal network issues, weak level of internet access, computer hardware issues, computer operating system issues, computer internet browser issues, mobile device hardware issues, mobile device operating system issues, or mobile device internet browser issues that we determine in our sole discretion are unrelated to the Service. We will do our best to keep up with the changes made by popular internet browsers including Google Chrome, Microsoft Internet Explorer, Microsoft Edge, and Firefox. These companies often update their products without notice. If any update to an internet browser causes BOLO Mobile to not function as expected, you may be asked to use a different browser while we work on fixing the issue.

(c) BOLO Mobile uses reasonable efforts to ensure that the Services are always available. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond BOLO Mobile's control. By using the Services, Customer agrees that BOLO Mobile will not be liable to Customer for any modification, suspension or discontinuance of the Services.

5. Fees and Payment.

(a) Fees. Customer shall pay BOLO Mobile the fees ("Fees") as set forth in the Enrollment Form without offset or deduction. If Customer fails to make any payment when due, without limiting BOLO Mobile's other rights and remedies: (i) BOLO Mobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Customer shall reimburse BOLO Mobile for all reasonable costs incurred by BOLO Mobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

(b) Taxes. All Fees and other amounts payable by Customer under this Subscription Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BOLO Mobile's income.

(c) Confidential Information. From time to time during the Usage Period, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law,

provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Subscription Agreement, including to make required court filings. On the expiration or termination of the Usage Period, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Subscription Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership.

(a) **BOLO Mobile IP.** Customer acknowledges that, as between Customer and BOLO Mobile, BOLO Mobile owns all right, title, and interest, including all intellectual property rights, in and to the BOLO Mobile IP.

(b) **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to BOLO Mobile by mail, email, telephone, or otherwise, suggesting or recommending changes to the BOLO Mobile IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), BOLO Mobile is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to BOLO Mobile on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and BOLO Mobile is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although BOLO Mobile is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) BOLO Mobile warrants that the Services will conform in all material respects to the service levels set forth below when accessed and used in accordance with the Documentation. BOLO Mobile does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified. The remedies set forth herein are Customer's sole remedies and BOLO Mobile's sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND BOLO MOBILE STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE BOLO MOBILE IP IS PROVIDED "AS IS" AND BOLO MOBILE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BOLO MOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), BOLO MOBILE MAKES NO WARRANTY OF ANY KIND THAT THE BOLO MOBILE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification. Customer shall indemnify, hold harmless, and, at BOLO Mobile's option, defend BOLO Mobile from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Subscription Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Subscription Agreement or the other

Documentation; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by BOLO Mobile or authorized by BOLO Mobile in writing; or (iv) modifications to the Services not made by BOLO Mobile, provided that Customer may not settle any Third-Party Claim against BOLO Mobile unless BOLO Mobile consents to such settlement, and further provided that BOLO Mobile will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. Limitations of Liability. IN NO EVENT WILL BOLO MOBILE BE LIABLE UNDER OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT AND THE ATTACHED ENROLLMENT FORM OR ANY OF THE OTHER DOCUMENTATION UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS OR DIMINUTION IN VALUE; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BOLO MOBILE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BOLO MOBILE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SUBSCRIPTION AGREEMENT OR ANY OF THE DOCUMENTATION UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO BOLO MOBILE UNDER THIS SUBSCRIPTION AGREEMENT AND THE ATTACHED ENROLLMENT FORM IN THE 1 YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Usage Period and Termination.

(a) **Usage Period.** The usage period is set forth in the Enrollment Form (the "Usage Period").

(b) **Termination.** In addition to any other express termination right set forth in this Subscription Agreement:

(i) BOLO Mobile may terminate this Subscription Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due under the Enrollment Form, and such failure continues more than 5 days after BOLO Mobile's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6; (ii) either party may terminate this Subscription Agreement, effective on written notice to the other party, if the other party materially breaches this Subscription Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 5 days after the non-breaching party provides the breaching party with written notice of such breach; (iii) either party may terminate this Subscription Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (iv) If Customer maintains data (photos, identities, stats, all text) on a third party integrated product, it is the responsibility for the Customer to retain that data pre-termination; (v) Once a terminated Customer account is removed from BOLO Mobile servers, BOLO may not have access to that data post-deletion. If Customer wants the data retained on BOLO Mobile servers to be retained post-termination, the retention of such data shall negate the termination and subjects the Customer to annual renewal terms.

(c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Subscription Agreement, Customer shall immediately discontinue use of the BOLO Mobile IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the BOLO Mobile IP and certify in writing to the BOLO Mobile that the BOLO Mobile IP has been deleted or destroyed. No

expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) **Survival.** This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Subscription Agreement. No other provisions of this Subscription Agreement survive the expiration or earlier termination of this Subscription Agreement.

12. Miscellaneous.

(a) **Entire Agreement.** The Documentation constitutes the sole and entire agreement of the Parties.

(b) **Severability.** If any provision of this Subscription Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Subscription Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) **Governing Law; Submission to Jurisdiction.** This Subscription Agreement, the Enrollment Form, the Privacy Policy and the Terms of Service are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

(d) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of BOLO Mobile. Any purported assignment or delegation in violation of this Section will be null and void. BOLO Mobile may assign this Subscription Agreement and the Enrollment Form to which it is attached without notice in conjunction with a transaction whereby the ownership and or assets of BOLO Mobile are sold or pursuant to a change in BOLO Mobile's corporate structure. This Subscription Agreement is binding upon and inures to the benefit of BOLO Mobile's permitted successors and assigns.

(e) **US Government Rights.** Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor thereof, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(f) **Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(g) **Counterparts.** This Subscription Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.